

320120497P.

DATED

6th June

2012

~~CONFIDENTIAL~~

- and -

~~CONFIDENTIAL~~

and

~~CONFIDENTIAL~~

- and -

RIBBLE VALLEY BOROUGH COUNCIL

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

RELATING TO LAND KNOWN AS
LAND AT THE FORMER GISBURN DINER SITE, MAIN STREET, GISBURN.
LANCASHIRE

THIS AGREEMENT AND DEED is made the 6th day of June 2012

BETWEEN

1. **ROBINSON FARM LIMITED** (Company Registration No. 00550115) of **ROBINSON FARM, LANCASHIRE, ENGLAND** (hereinafter called "the Developer/Owners")

2. **LANCASHIRE COUNTY COUNCIL** of **LANCASHIRE, ENGLAND** (hereinafter called "the Council")

3. **LANCASHIRE COUNTY COUNCIL** of **LANCASHIRE, ENGLAND** (hereinafter called "the Council")

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

WHEREAS

(1) The Owner is the freehold owner of land at the Former Diner Site, Main Street, Gilsburn the title of which land is registered at HM Land Registry under numbers LAN..... and shown edged red on Plan 1 attached hereto ("the Property")

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

(3) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Property is situated and by whom the obligations contain in this Agreement is enforceable

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

(5) The Developer on the 6th day June of Two thousand and twelve applied to the Council for planning permission for a development comprising 21 residential units on the Property as detailed in the plans and particulars deposited with Council under reference 3/2012/0

(6) The Council is satisfied that the development is such as may be approved by it under the Act of 1990 (as amended) but subject to the Owner entering into

this Planning Obligation Agreement in accordance with Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act")

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

Affordable Housing

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

Affordable Rented Housing

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

- 7 X 2 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 7 (seven) Affordable Rented Housing units or Shared Ownership Housing units.

Application

"Application" means the application for Planning Permission submitted to the Council reference number 3/2012/0 for residential use and associated amenities on the Property

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

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

Education Contribution
Shall mean the sum of £..... increased by the Indexation Factor from the date 2 years from the date hereof unless it has been paid prior to that date

Implementation
"Implementation" means the carrying out of any of the material operations listed in Section 56 of the 1990 Act pursuant to the Planning Permission provided that for the purposes of determining whether or not the material operation has been carried out there shall be disregarded property surveys and investigations and tests (including drilling bore holes, digging trial pits and taking 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 "Implementation" and "Implementation" shall be construed accordingly

Index
"Index means the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors (RICS) or any successor body (or such other index replacing the same)
"Indexation Factor"
"Indexation Factor" means the recalculation of a financial contribution to be made under this Agreement applying the following formula:

$$A \times B = D$$

C
where:

A = the contributions payable under Schedule 3 of this Agreement
B = the figure shown in the BCIS All-in Tender Price Index for the period immediately prior to the date of payment under this Agreement.
C = the figure shown in the BCIS All-in Tender Price Index for the period published before the date of this Agreement and
D = the recalculated sum payable under this Agreement.

Market Dwellings

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

Occupation

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

Plan 1

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

Plan 2

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

Planning Permission

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

Registered Provider

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

Residential Unit

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

Scheme Development Standard

"Scheme Development Standard" means dwellings constructed in accordance with the 2010 Editions of the Building Regulations Approved Documents including an

element for provision of renewable energy and to a specification to be agreed between the RF and the Developer.

Shared Ownership Housing

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

- 7 X 2 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 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 a Planning Obligation with the intent to bind the Property and the Owner and Successors in Title to observe and perform the covenants herein

- 2.2 The obligations of this Agreement shall take effect on the implementation of the relevant part of the development pursuant to the Planning Permission
- 2.3 No persons shall be liable for a breach of covenant contained in this Agreement after he shall have parted with his interest in the Property or the part in respect of which such a breach occurs but without prejudice to liability for any existing breach of covenant prior to parting with such interest
- 2.4 This Agreement shall not be binding or enforceable against any mortgagee or chargee exercising a power of sale but shall be binding on a Purchaser from a mortgage in possession
- 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 Owners hereby covenants with the Council to perform the obligations as specified in Schedule 1

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

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

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

8 Miscellaneous

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

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

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

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

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

8.6 Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in anyway arising out or connected with this Agreement shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors as the case may be and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or enactment for the time being in force

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

SCHEDULE 1

The Owner covenants with the Council as follows:

1. **Affordable Housing**
 - 1.1 The Owner covenants with the Council that not less than 7 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 7 Affordable Rented Housing units or 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 at Open Market Value on a Shared Ownership basis with the rental element being discounted by the Registered Provider
- (a) 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 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:
- 1.8.1 First time buyers who can demonstrate a housing need for the type of an Affordable Housing Unit who are either:
- a) currently living in the Parish of Gisburn for more than 10 years
- b) currently living in the Parish of Gisburn and have done so continually for between 5 to 10 years
- c) currently living in the Parish of Gisburn and have done so continually for a minimum of 12 months

- d) currently permanently employed in the Parish of Gisburn for a minimum of 12 months and are employed 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 Parish of Gisburn continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependent children.
- f) Persons who are former residents of the Parish of Gisburn who have moved from the Parish because of a lack of affordable housing in the Parish
- g) Non first time buyers who can meet one of the qualification provisions set out at paragraphs a - g above

1.8.2

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

- a) currently living in the Parish of Gisburn for more than 10 years or
- b) currently living in the Parish of Gisburn and have done so continually for between 5 to 10 years or
- c) currently living in the Parish of Gisburn and have done so continually for a minimum of 12 months
- d) currently permanently employed in the Parish of Gisburn 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 Parish of Gisburn 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.

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

2 Wheeled Bins

- 1.8.3 First time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either
 - a) currently living in the Borough of Ribble Valley for more than 10 years or
 - b) currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or
 - c) currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months or
 - d) currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or
 - e) Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependent children.
 - f) Persons who are former residents of the Borough of Ribble Valley who have moved from the Borough because of a lack of affordable housing in the Borough
 - g) Non first time buyers who can meet one of the qualification provisions set out in paragraphs a - g above

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

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 21st Residential Unit until 100% of the Education Contribution has been paid to the County Council.**

SCHEDULE 4

The County Council's Covenants with the Owner

1. Use and return of contributions

1.1 The County Council shall not use the Education Contribution other than for the purpose of a contribution towards the costs of the provision of an additional - pupils within the following Secondary Schools.....

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

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

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

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 ~~THE COMMON SEAL OF RIBBLE VALLEY BOROUGH COUNCIL~~
Acting by two Directors or one Director and
The Company Secretary

Director

Director/Secretary

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

Authorised Officer

SCHEDULE 6
DRAFT PLANNING PERMISSION.

THE COMMON SEAL OF

[REDACTED]

Was hereunto affixed to this Deed

in the presence of:-

Authorized Sealing Officer

Memo

To: ~~ADMINISTRATIVE~~ PLANNING DEPARTMENT

From: ~~ADMINISTRATIVE~~ LEGAL DEPARTMENT

Date: 29/10/2013

Re: SECTION 106 AGREEMENT – LAND AT STRAWBERRY FIELDS MAIN STREET GISBURN
– (3/2012/0497/P)

The Section 106 Agreement has now been completed and dated 29 October 2013.

I enclose a copy of the Agreement for your information.

I would be grateful if you could now arrange to issue the planning consent.

DATED

29th October

2013

~~XXXXXXXXXXXXXXXXXXXX~~
- and -

~~XXXXXXXXXXXXXXXXXXXX~~
- and -

RIBBLE VALLEY BOROUGH COUNCIL

SECTION 106 PLANNING AGREEMENT TOWN AND COUNTRY PLANNING ACT 1990

**RELATING TO LAND KNOWN AS
LAND AT STRAWBERRY FIELDS, MAIN STREET, GIBBURN, LANCASHIRE**

THIS AGREEMENT AND DEED is made the 29th day of October 2013

BETWEEN

1. ~~XXXXXXXXXXXXXXXXXXXX~~ (Company Registration No. ~~XXXXXXXXXX~~) of
~~XXXXXXXXXXXXXXXXXXXX~~ (hereinafter called "the Owner")
and
2. ~~XXXXXXXXXXXXXXXXXXXX~~ (Company Registration No. ~~XXXXXXXXXX~~)
of ~~XXXXXXXXXXXXXXXXXXXX~~ (hereinafter called "the Mortgagee")
and
3. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk
Clitheroe Lancashire BB7 2RA (hereinafter called "the Council")
and

WHEREAS

- (1) The Owner is the freehold owner of land at Strawberry Fields, Main Street, Gisburn the title of which land is registered at HM Land Registry under numbers LA826740 and LA802721 and part unregistered shown edged red on Plan 1 attached hereto ("the Property")
- (2) The Property is subject to two Legal Charges dated the 2nd day of August 2004 and 14th December 2007 made between the Owner and the Mortgagee
- (3) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Property is situated and by whom the obligations contained in this Agreement are enforceable
- (4) The Owner on the 6th day June of Two thousand and twelve applied to the Council for planning permission for a development comprising 21 residential units on the Property as detailed in the plans and particulars deposited with Council under reference 3/2012/0497
- (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 2 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 shall comprise 7 (seven) Affordable Housing Units of which 4 (four) shall be Affordable Rented Housing units and 3 (three) shall be Shared Ownership Housing units.

Application

"Application" means the application for Planning Permission submitted to the Council reference number 3/2012/0497 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

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

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.

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 Shared Ownership Housing shall comprise:

- 3 X 2 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 Planning Obligation with the intent to bind the Property and the Owner and Successors in Title to observe and perform the covenants herein**
- 2.2 The obligations of this Agreement shall take effect on the implementation of the relevant part of the development pursuant to the Planning Permission**
- 2.3 No persons shall be liable for a breach of covenant contained in this Agreement after he shall have parted with his interest in the Property or the part in respect of which such a breach occurs but without prejudice to liability for any existing breach of covenant prior to parting with such interest**
- 2.4 This Agreement shall not be binding or enforceable against any mortgagee or chargee exercising a power of sale subject to the following:**
Any Mortgagee or Chargee 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 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 or Chargee 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 2.4.(a) within the 1 month then the Mortgagee or Chargee shall be entitled to dispose free of the restrictions at 1.7 to 1.8.3 of the Schedule 1**
 - (c) if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 2.4(a) secure such transfer then provided that the Mortgagee or Chargee shall have complied with its obligations under paragraph 2.4(a) the Mortgagee or Chargee shall be entitled to dispose free of the restrictions at 1.7 to 1.8.3 of Schedule 1.**

PROVIDED THAT at all times the rights and obligations in this paragraph 2.4 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 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 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

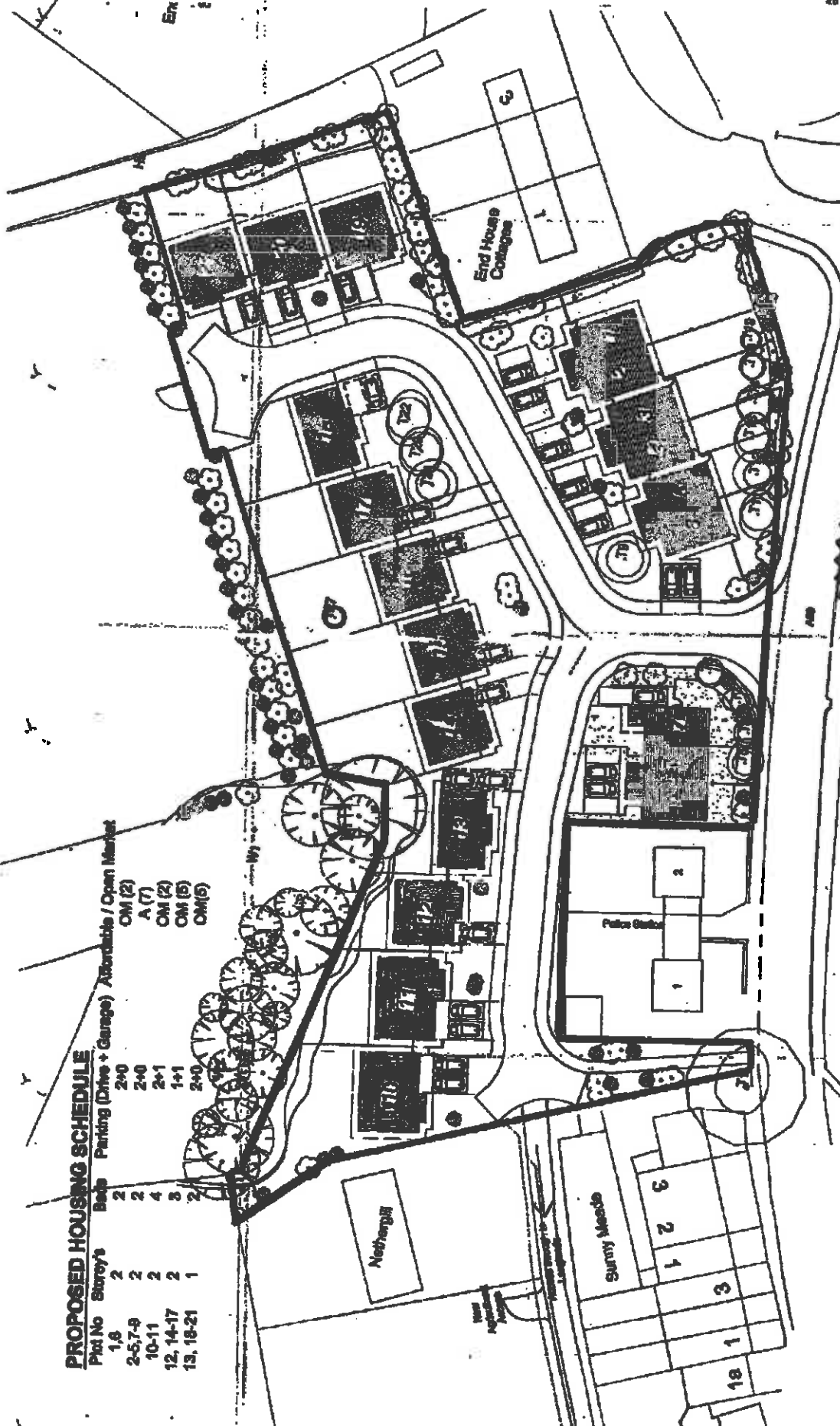
7.1 The Owner hereby covenants with the Council to perform the obligations as specified in Schedule 1

8 Miscellaneous

- 8.1** Nothing in this Agreement shall affect, bind or be enforceable against any individual person in respect of any completed Residential Unit and its curtilage acquired or leased by them for residential occupation on the Property
- 8.2** Nothing in this Agreement is intended to restrict the exercise by the Council of any of its powers
- 8.3** If any provision in this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired
- 8.4** This Agreement is a Deed and is enforceable by the Council
- 8.5** The Council will upon written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation thereof
- 8.6** Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in anyway arising out or connected with this Agreement shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors as the case may be and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or enactment for the time being in force
- 8.7** The Owner shall pay the Council's Legal Fees in relation to this Agreement on the date of this Agreement in the sum of £330 (three hundred and thirty pounds)

PROPOSED HOUSING SCHEDULE

Pct No	Storeroys	Beeds	Parking (Drive + Garage)	Affordable / Open Market
1,6	2	2	2+0	OM (2)
2-5,7-9	2	2	2+0	A (7)
10-11	2	4	2+1	OM (2)
12, 14-17	2	3	1+1	OM (5)
13, 15-21	1	2	2+0	OM (5)



ENTER PLAN
1200

PLAN 1 320120497P

Avalon
 Project Name: _____
 Project Address: _____
 Project City: _____
 Project State: _____
 Project Zip: _____
 Project Phone: _____
 Project Email: _____

Proposed Construction: _____
 Date: _____
 Drawn By: _____
 Check By: _____
 Project No: _____
 Sheet No: _____

Notes:
 1. All dimensions are in feet and inches.
 2. All dimensions are to the centerline of the building.
 3. All dimensions are to the centerline of the driveway.
 4. All dimensions are to the centerline of the sidewalk.
 5. All dimensions are to the centerline of the street.

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 7 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 7 Affordable Rented Housing units or 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 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

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

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

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

- a) currently living in the Parish of Gisburn for more than 10 years
- b) currently living in the Parish of Gisburn and have done so continually for between 5 to 10 years
- c) currently living in the Parish of Gisburn and have done so continually for a minimum of 12 months
- d) currently permanently employed in the Parish of Gisburn for a minimum of 12 months and are employed 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 Parish of Gisburn continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependent children.

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

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

- a) currently living in the Parishes of Rimington, Sawley, Paythorne or Horton for more than 10 years or
- b) currently living in the Parishes of Rimington, Sawley, Paythorne or Horton and have done so continually for between 5 to 10 years or
- c) currently living in the Parishes of Rimington, Sawley, Paythorne or Horton and have done so continually for a minimum of 12 months
- d) currently permanently employed in the Parishes of Rimington, Sawley, Paythorne or Horton for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or
- e) Persons who at least one of the adult applicants have next of kin who have lived in the Parishes of Rimington, Sawley, Paythorne or Horton continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependent children.
- f) Persons who are former residents of the Parishes of Rimington, Sawley, Paythorne or Horton who have moved from the Parish because of a lack of affordable housing in the Parish
- g) Non first time buyers who can meet one of the qualification provisions set out at paragraphs a- g above

1.8.3

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

- a) currently living in the Borough of Ribble Valley for more than 10 years or**
- b) currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or**
- c) currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months or**
- d) currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or**
- e) Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependent children.**
- f) Persons who are former residents of the Borough of Ribble Valley who have moved from the Borough because of a lack of affordable housing in the Borough**
- g) Non first time buyers who can meet one of the qualification provisions set out in paragraphs a -g above**

Public Open Space Contribution

- 1. The Owner covenants with the Council to pay the Council a commuted sum of £16,401 in respect of the improvement and maintenance of the existing playground in the village of Gisburn. The payment shall be made prior to the sale of the 3rd Market Dwelling**

SCHEDULE 2
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: 3/2012/0497

DECISION DATE: DRAFT

DATE RECEIVED: 06/06/2012

APPLICANT:

~~Strawberry Fields Main Street Gisburn~~

c/o Agent

AGENT:

Avalon Town Planning
2 Reedley Business Centre
Redman Road
Burnley
Lancs
BB10 2TY

PARTICULARS OF DEVELOPMENT: Outline application for the erection of 7 no. affordable housing dwellings and 14 no. open market dwellings.

AT: Strawberry Fields Main Street Gisburn Lancashire BB7 4HN

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 appearance, landscaping and scale, including a contoured site plan showing existing features, the proposed slab floor levels and road level (hereinafter 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: 3/2012/0497

DECISION DATE: DRAFT

- 3 In relation to the matters of access and layout, the development shall be carried out in accordance with the amended plan received by the Local Planning Authority on 16 August 2012 (Drawing No HIN/17Dwg03A).

REASON: For the avoidance of doubt and to ensure compliance with the submitted plans.

- 4 If, during development, contamination not previously identified was found to be present at the site then no further development (unless otherwise agreed in writing by the Local Planning Authority) shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with and shall obtain written approval from the Local Planning Authority. The remediation strategy shall be implemented in its entirety in accordance with the approved details.

REASON: To protect the water environment from contamination and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 5 The site must be drained on a separate system with only foul drainage connected into the combined sewer. Due to downstream flooding issues, surface water should discharge to the soakaway or directly to watercourse and may require the consent of the Local Authority. If surface water is allowed to be discharged to the public sewer system the flow will need to be attenuated to a maximum discharge freight that has first been agreed by United Utilities.

REASON: In order to ensure satisfactory drainage of the site and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 6 Prior to the commencement of development a scheme for the disposal of foul and surface water shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall then be constructed and completed in accordance with the approved details.

REASON: In order to ensure the satisfactory drainage of the site and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

P.T.O.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0497

DECISION DATE: DRAFT

- 7 Prior to commencement of any site works including delivery of building materials and excavations for foundations or services the trees identified in the arboricultural impact and protection appraisal: [W1/T1/T5/T6/T7/T8/T9/T11/T12/T13/T14/T18/T19/T21/T22/T23/T24/T27/G3/H1-southern boundary/H2] shall be protected in accordance with the BS5837 2012 [Trees in Relation to Construction] the details of which shall be submitted to and agreed in writing with the local planning authority.

All protection measures shall be implemented in full under the supervision of a qualified arboriculturalist and in liaison with the Countryside/Tree Officer. A tree protection- monitoring schedule shall also be submitted and agreed and tree protection measures inspected by the local planning authority before any site works are begun.

The root protection/exclusion zone 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/exclusion 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 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 being of visual, amenity value are afforded maximum physical protection from the potential adverse effects of development in order to comply with policies G1 and ENV13 of the Districtwide Local Plan.

- 8 The development hereby permitted shall not be commenced until details of the landscaping of the site, including details of the types and numbers of trees and shrubs, their distribution on site, those areas to be seeded, turfed, paved or hard landscaped, have been submitted and approved in writing.

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.

- 9 Site contractors & site project managers shall be made aware of the legal protection afforded all species of bats in the UK. The building contractors shall take additional care when removing fascia boards, verge tiles and ridge tiles. The removal of roofing materials between May & August should be avoided, and lower roof tiles, battens & under felt shall be removed carefully by hand.

In the event that any bats are found or disturbed during any part of the development/roofing work, all work shall cease until further advice has been obtained from a licensed ecologist.

REASON: To ensure that no adverse effects on the favourable conservation status of a bat population; to protect the bat population from damaging activities and reduce or remove the impact of development; and to comply with Policy ENV7 of the Ribble Valley Districtwide Local Plan.

P.T.O.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0497

DECISION DATE: DRAFT

- 10** No development shall take place until details 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 include a plan that identifies the plot numbers on which the boxes/sites are to be provided and specifies the precise elevation or roof slope into which the provisions shall be incorporated. This shall be north/north east elevation for birds & elevations with a minimum of 5 hours morning sun for bats.

The artificial bird/bat boxes shall be incorporated into the building during the actual construction of the relevant dwellings and before the development is first brought into use, unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure that no adverse effects on the favourable conservation status of the bird/ bat population; to protect the bird/bat population from damaging activities and reduce or remove the impact of development; and to comply with Policy ENV7 of the Ribble Valley Districtwide Local Plan.

- 11** No part of the development hereby permitted in outline shall commence until a scheme for the construction of the site access and 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: In order to ensure that the final details of the highway scheme/works are acceptable before development commences on site, in the interests of highway safety and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 12** The development hereby permitted in outline shall not be commenced 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 implemented in accordance with the approved details prior to occupation of development and thereafter retained.

REASON: In order to encourage renewable energy and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 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** This outline planning permission shall be read in conjunction with the Legal Agreement dated ...

REASON: For the avoidance of doubt as the application is subject of an agreement.

P.T.O.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0497

DECISION DATE: DRAFT

Policy G1 - Development Control.
Policy G4 - Settlement Strategy.
Policy G5 - Settlement Strategy.
Policy ENV3 - Development in Open Countryside.
Policy ENV7 - Species Protection.
Policy ENV13 - Landscape Protection.
Policy H2 - Dwellings in the Open Countryside.
Policy H20 - Affordable Housing - Villages and Countryside.
Policy H21 - Affordable Housing - Information Needed.
Policy RT8 - Open Space Provision.
Policy EMP11 - Loss of Employment Land.
Addressing Housing Need in Ribble Valley.
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 OF REASONS FOR APPROVAL

The proposal represents sustainable development that would benefit the local rural economy whilst not having any significant detrimental effects upon visual amenity, the amenities of nearby residents or highway safety.

Note(s)

- 1 For rights of appeal in respect of any condition(s)/or reason(s) attached to the consent see the attached notes.
- 2 The applicant is advised that should there be any deviation from the approved plan the Local Planning Authority must be informed. It is therefore vital that any future Building Regulation application must comply with the approved planning application.
- 3 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 reserve the right to provide the highway works within the highway associated with this proposal. Provision for the highway works includes design, procurement of the work by contract and supervision of the works. The applicant is 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.

**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 GISBURN PARK ESTATES LTD
Acting by two Directors or one Director and
The Company Secretary

Director

Director/Secretary