

12/0623

DATED

1st February

2013

RIBBLE VALLEY BOROUGH COUNCIL

and

[REDACTED]

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

RELATING TO LAND KNOWN AS

LAND AT REAR OF NOS.23-25 OLD ROW, BARROW, CLITHEROE

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

BETWEEN

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council")
2. ~~XXXXXXXXXXXX~~ (Company Registration Number: ~~XXXXXXXXXX~~) of ~~XXXXXXXXXX~~ (hereinafter called "the Owner")

WHEREAS

- (1) The Owner is the freehold owner of land at rear of 23-25 Old Row, Barrow, Clitheroe the title of which land is registered at HM Land Registry under number LA834002 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 contained in this Agreement are enforceable
- (3) The Owner on the 25th day of June of Two thousand and twelve applied to the Council for outline planning permission for a development comprising 23 residential units on the Property as detailed in the plans and particulars deposited with Council under reference 3/2012/0623.
- (4) 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 The Affordable Housing (as identified on Plan 2 attached) shall comprise:

- 4 X 2 Bedroom Houses
- 3 X 3 Bedroom Houses

Affordable Rented Housing

- "Affordable Rented Housing " means the Residential Units 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).

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 four (4) Affordable Rented Housing units and three (3) Shared Ownership Housing units.

Application

"Application" means the application for Planning Permission submitted to the Council reference number 3/2012/0623 for 23 dwellings with access and associated landscaping following demolition of Nos.23 and 25 Old Row 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

Open Space Contribution

Shall mean the sum of £17,963

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 3.

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 80% 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:

- 1 X 2 Bedroom Houses
- 2 X 3 Bedroom Houses

Interpretation

- 1.2 The headings in this Agreement do not and will not by implication form any part of this Agreement and shall have no legal force whatsoever
- 1.3 Unless the context requires otherwise reference to this Agreement to a clause schedule or paragraph are references respectively to a clause schedule of paragraph of this Agreement
- 1.4 Where any part to this Agreement comprises two or more persons any obligation on the part of that party contained or implied in this Agreement shall be deemed to be joint and several obligations on the part of these persons and references to that party shall include reference to each or any of those persons
- 1.5 A reference to any statute or statutory section shall be taken to include a reference to any statutory, amendment, modification or re-enactment of it for the time being in force
- 1.6 Words denoting the singular shall include the plural and vice versa words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa

2 Enforceability

- 2.1 This Agreement is a 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 successors in the title to the Owner) pursuant to the Contract (Rights of Third Parties) Act 1999

3 Expiry Modification Variation or Amendments of Planning Permission

- 3.1 If the Planning Permission shall expire before implementation of Development or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect
- 3.2 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement and this Agreement shall not apply to development carried out under any planning permission other than the Planning Permission

4 Registration

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

5 Service of Notices

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

6 Reasonableness

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

7 Covenants

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

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

8 Miscellaneous

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

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

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

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

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 incurred in relation to this Agreement on the date of this Agreement in the sum of £330 (three hundred and thirty pounds).

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 seven (7). Dwellings to be constructed on the Property 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 four (4) Affordable Rented Housing units and three (3) 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



TCS

Old Row

Barrow School
(vacant)

75.5m

PH

LB

PH

Cootrell Terrace

Shelter

74.4m

Trafford Gardens

WABROOK CLOSE

PAYNTER CLOSE

CLOSE

BROOK

BARROW

Playground

Sinks

Islets

Play Area

Sub :

NORTH ROAD

HEY ROAD

Land rear of 23-25 Old Row Barrow

Scale 1:1250

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- (b) to an Approved person who shall purchase the Affordable Housing Unit for occupation by the Approved person and in accordance with the requirements of this Agreement
 - (c) in consultation with the Council and having first obtained the Council's consent to the Disposal to the Approved person
- 1.6.3 the approved person shall be allowed to purchase additional shares in increments of no less than 10% up to a maximum of 100% provided that at the point of purchase of each additional share they continue to occupy the Affordable Unit in compliance with the requirements of this Agreement
- 1.6.4 The provisions of Clauses 1.5 to 1.6.4 of this Schedule 1 shall not be binding on a mortgagee in possession of the whole or any part of the Affordable Housing Units but shall be binding on a purchaser from such mortgage in possession

any mortgagee of an individual Affordable Housing Unit exercising its power of sale in respect of any such Affordable Housing Unit and any purchaser of an Affordable Housing Unit from such mortgagee PROVIDED THAT:

- (a) any such mortgagee shall prior to seeking to dispose of the Affordable Housing Unit 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:
- (b) in the event that the Council responds within 1 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit can be made in such a way as to safeguard them as Affordable Housing whilst redeeming the outstanding sum of the mortgage plus the mortgagee's costs then the Mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer
- (c) if the Council does not serve its response to the notice served under paragraph 1.6.4(a) within the 1 month then the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 1.8.1 of Schedule 1
- (d) if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 1.6.4(b) secure such transfer

then provided that the mortgagee shall have complied with its obligations under paragraph 1.6.4(a) the mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph 1.8.1 of Schedule 1

BUT FURTHER PROVIDED THAT at all times the rights and obligations of the mortgagee in this 1.6.4 shall not require the mortgagee to act contrary to its duties under the charge or mortgage nor oblige the mortgagee to dispose of an Affordable Housing Unit at a sum which is insufficient to redeem the outstanding sum of the mortgage plus costs.

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 Wiswell for more than 10 years
- b) currently living in the Parish of Wiswell and have done so continually for between 5 to 10 years
- c) currently living in the Parish of Wiswell and have done so continually for a minimum of 12 months
- d) currently permanently employed in the Parish of Wiswell 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 Wiswell 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 Wiswell 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 Whalley, Read, Sabden, Pendleton and Little Mitton for more than 10 years or
- b) currently living in the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton and have done so continually for between 5 to 10 years or
- c) currently living in the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton and have done so continually for a minimum of 12 months
- d) currently permanently employed in the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton 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 Whalley, Read, Sabden, Pendleton and Little Mitton 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 Whalley, Read, Sabden, Pendleton and Little Mitton 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

2 Public Open Space Contribution

To pay the Council an Open Space Contribution in the sum of £17,963 in respect of the improvement and future maintenance of the Public Open Space shown hatched green on the Plan. The initial £10,000 of this commuted sum shall be paid within 2 months following the occupation of the 7th Market Dwelling with the remaining balance of £7,963. to be paid prior to the occupation of the 14th Market Dwelling

3 Provision of Residents Parking

To provide an area for residents car parking at the rear of Old Row, Barrow shown edged and hatched blue on Plan 1

SCHEDULE 2

1. The Council covenants with the Owner as follows:

- a) Forthwith to grant the planning permission
- b) To apply the Public Open Space commuted sum towards the improvement and future maintenance of the Public Open Space shown hatched green on the Plan provided that if the Public Open Space commuted sum has not been utilised or committed for such purposes within five years of it being received by the Council to repay the Owner any part of the Public Open Space commuted sum not so used within 28 days of the end of the five year period

SCHEDULE 3

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: 3/2012/0623

DECISION DATE: DRAFT

DATE RECEIVED: 16/07/2012

APPLICANT:

~~Planning Department~~

c/o Agent

AGENT:

Caldecotte Consultants

Unit A Bourton Business Centre

Manor Farm

Buckingham

Bucks

MK18 7DS

PARTICULARS OF DEVELOPMENT: Outline application with all matters reserved for residential development of 23 dwellings, with access, parking and associated landscaping following demolition of nos. 23 and 25 Old Row.

AT: Land at 23-25 Old Row Barrow 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 access, appearance, landscaping, layout 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**

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- 3 The submission of reserved matters in respect of access, layout, scale, appearance and landscaping shall be carried out in substantial accordance with the Design Statement (Section 10) and Access Statement (Section 11) of the Planning Statement submitted by Caldecotte Consultants in support of the application; and in substantial accordance with the submitted illustrative drawing numbers 5251/05REVE and 5251/06REVA.

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

- 4 The development hereby permitted shall not exceed 23 dwellings (use class C3) in accordance with the submitted application form and illustrative layout plan.

REASON: For the avoidance of doubt to ensure there is no ambiguity in the decision notice over what amount of development has been approved.

- 5 Prior to the commencement of the development, a strategy outlining the general system of drainage for foul and surface water flows arising from the site shall be submitted to and approved in writing by the Local Planning Authority. This strategy shall include a programme of works showing build rates, a load and flow impact assessment, preferred discharge points, the proposed rates of flow for each discharge point and details of any necessary infrastructure. Thereafter the detailed scheme for foul and surface water drainage shall be submitted to and approved in writing by the Local Planning Authority and no dwelling hereby permitted in outline shall be occupied until after the drainage system has been provided in accordance with the approved details.

REASON: In order to ensure the satisfactory drainage of the development in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 6 Prior to the commencement of development, details of how foul and surface water shall be drained on separate systems shall be submitted to the Local Planning Authority and approved in writing. The development shall be completed, maintained and managed in accordance with the approved details.

REASON: To ensure a satisfactory means of drainage for the development and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 7 The development hereby permitted in outline shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) by AAH Planning Consultants dated June 2012 and in accordance with the following mitigation measures detailed within the FRA:

1. Limiting the surface water runoff generated by the 1 in 100 year critical storm so that it will not exceed the runoff from the undeveloped site and not increase the risk of flooding off site.

The mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the time/phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed in writing by the Local Planning Authority.

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

P.T.O.

**RIBBLE VALLEY BOROUGH COUNCIL
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APPLICATION NO: 3/2012/0623

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- 8 No development shall take place until the applicant, or their agent or successors in title has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and approved in writing by the Local Planning Authority.

REASON: To ensure and safeguard the recording and inspection of matters of archaeological importance associated with the site in accordance with Policies G1 and ENV14 of the Ribble Valley Districtwide Local Plan.

- 9 Prior to the commencement of any demolition works on the former public house (no 25) or the attached cottage (no 23) precise details of the means of making good the exposed gable wall of no 21 Old Row, including details of the external finish of that wall, shall be submitted to and approved in writing by the Local Planning Authority. These works shall be carried out to the satisfaction of the Local Planning Authority in accordance with the timescale that has first also been submitted to and approved in writing by the Local Planning Authority.

REASON: In the interests of the amenities of the owners/occupiers of that neighbouring dwelling and the visual amenities of the locality and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 10 Prior to the commencement of development, an intrusive ground investigation shall be carried out as recommended and described in Section 7 (Further Works) of the Phase I (desk study) Investigation Report by Opus that was submitted with the outline application; and a report of the findings of the investigation shall be submitted for the written approval of the Local Planning Authority. Any mitigation measures that are found to be necessary shall be carried out to the satisfaction of the Local Planning Authority prior to the commencement of development.

REASON: In the interests of providing an appropriate environment for the end users of the development and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 11 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 implemented 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 EM18 of the North West England Regional Spatial Strategy 2021.

P.T.O.

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- 12 The development hereby permitted in outline shall not be commenced until details of the landscaping of the site, including wherever possible the retention of existing trees, have been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall indicate, as appropriate, the types and numbers of trees and shrubs, their distribution on site, those areas to be seeded, turfed, paved or hard landscaped, including details of any changes of level or landform and the types and details of all fencing and screening.

The approved landscaping scheme shall be implemented in the first planting season following occupation or use of the development, 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.

- 13 Prior to the commencement of any site works, including delivery of building materials and excavations for foundations or services all trees identified for retention in the approved landscaping scheme (condition 12 refers) shall be protected in accordance with the advice contained in BS5837 2012 -Trees in Relation to Design, Demolition & Construction. A tree protection-monitoring schedule shall be submitted and agreed in writing by the Local Planning Authority and all root protection/construction exclusion zone measures shall be inspected by the Local Planning Authority before any site works are begun.

The root protection zone shall remain in place until all building work within that phase has been completed and all excess materials have been removed from site including soil/spoil and rubble.

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

No tree surgery or pruning shall be implemented with out prior written consent, which will only be granted when the local authority is satisfied that it is necessary, will be in accordance with BS3998 for tree work and carried out by an approved arboricultural contractor.

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

P.T.O.

- 14 Prior to commencement of any site works including delivery of building materials and excavations for foundations or services the trees identified for retention in the approved landscaping scheme 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.

- 15 No development shall take place until details of artificial bird nesting boxes and artificial bat roosting sites have been submitted to and approved in writing by the Local Planning Authority. The details to include a plan that identifies the plot numbers in which boxes and sites are to be provided and specifies the precise elevational roof sloping to which the provisions shall be incorporated. 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.

- 16 All existing habitat features, hedgerows/streams shall be retained and protected during the lifetime of the development from the adverse effects of development works by maintaining construction exclusion zones the details of which shall have first been submitted to and approved in writing by the Local Planning Authority prior to commencement of each phase of development.

REASON: In order to reduce the impact of the development on biodiversity in accordance with Policies G1 and ENV10 of the Ribble Valley Districtwide Local Plan.

- 17 No development shall begin until details of a lighting scheme has been submitted to and approved in writing by the Local Planning Authority. The lighting scheme shall include details to demonstrate how artificial illumination of important wildlife habitats (trees with bat roost potential and hedgerows used by foraging areas bats) is minimised. The approved lighting scheme shall be implemented in accordance with the approved details.

REASON: In order to reduce the impact of the development on biodiversity and bat/bird species in accordance with Policies G1, ENV7 and ENV10 of the Ribble Valley Districtwide Local Plan.
P.T.O.

**• RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0623

DECISION DATE: DRAFT

- 18 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.

P.T.O.

- 19 Prior to the commencement of the development hereby permitted in outline, a scheme of noise mitigation measures shall be submitted to and agreed in writing by the Local Planning Authority. The scheme shall be fully implemented in accordance with the approved details.

REASON: To ensure a satisfactory level of amenity for the future occupiers of the proposed dwelling in order to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 20 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.

Relevant Planning Policy

Policy G1 - Development Control.
Policy G4 - Settlement Strategy.
Policy G5 - Settlement Strategy.
Policy G6 - Essential Open Spaces.
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.
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.
P.T.O.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

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- 3 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.
- 4 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.
- 5 The applicant is advised that to comply with condition number 15 it is normally the case that the north/northeast elevation for birds and elevations of a minimum of 5 hours morning sun for bats is an appropriate location for bird and bat boxes.

**JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES**