



09 AUG 2012

FOR THE ATTENTION OF

For office use only

Application No: 320120722 P

Date received:

Fee paid £: Receipt No:

Council Offices: Church Walk, Clitheroe, Lancashire, BB7 2FA Tel: 01200 425111 www.ribblevalley.gov.uk

Householder Application for Planning Permission for works or extension to a dwelling. Town and Country Planning Act 1990

You can complete and submit this form electronically via the Planning Portal by visiting www.planningportal.gov.uk/apply

Publication of applications on planning authority websites

Please note that the information provided on this application form and in supporting documents may be published on the Authority's website. If you require any further clarification, please contact the Authority's planning department.

Please complete using block capitals and black ink

It is important that you read the accompanying guidance notes as incorrect completion will delay the processing of your application.

1. Applicant Name and Address

Title: MR First name: Giff

Last name: GARNETT

Company (optional):

Unit: House number: House suffix:

House name: THE MEY BARN

Address 1: BACK LANE

Address 2: NORTON IN BOWLAND

Address 3:

Town: CLITHEROE

County: LANCASHIRE

Country:

Postcode: BB7 3EE

2. Agent Name and Address

Title: DS First name: CATHYDINE

Last name: PAULSTOR

Company (optional): JOHN PAULSTOR LTD

Unit: House number: 28 House suffix:

House name: THE COACH HOUSE

Address 1: 28 DUCK STREET

Address 2:

Address 3:

Town: CLITHEROE

County: LANCASHIRE

Country:

Postcode: BB7 1LP

3. Description of Proposed Works

Please describe the proposed works:

THE ERECTION OF A SINGLE GARAGE WITHIN THE FOOTPRINT OF AN EXISTING DWELLING HOUSE

3. Description of Proposed Works (continued)

Has the work already started? ☐ Yes ☒ No

If Yes, please state when the work was started (DD/MM/YYYY):

(date must be pre-application submission)

Has the work already been completed? ☐ Yes ☒ No

If Yes, please state when the work was completed (DD/MM/YYYY):

(date must be pre-application submission)

4. Site Address Details

Please provide the full postal address of the application site.

Unit: House number: House suffix:

House name:

Address 1:

Address 2:

Address 3:

Town:

County:

Postcode (optional):

5. Pedestrian and Vehicle Access, Roads and Rights of Way

Is a new or altered vehicle access proposed to or from the public highway? ☐ Yes ☒ No

Is a new or altered pedestrian access proposed to or from the public highway? ☐ Yes ☒ No

Do the proposals require any diversions, extinguishments and/or creation of public rights of way? ☐ Yes ☒ No

If Yes to any questions, please show details on your plans or drawings and state the reference number(s) of the plan(s)/drawing(s):

6. Pre-application Advice

Has assistance or prior advice been sought from the local authority about this application? ☒ Yes ☐ No

If Yes, please complete the following information about the advice you were given. (This will help the authority to deal with this application more efficiently)

Please tick if the full contact details are not known, and then complete as much possible: ☐

Officer name:

Reference:

Date (DD MM YYYY):
(must be pre-application submission)

Details of the pre-application advice received:

7. Trees and Hedges

Are there any trees or hedges on your own property or on adjoining properties which are within falling distance of your proposed development? ☒ Yes ☐ No

If Yes, please mark their position on a scaled plan and state the reference number of any plans or drawings:

Will any trees or hedges need to be removed or pruned in order to carry out your proposal? ☐ Yes ☒ No

If Yes, please show on your plans which trees by giving them numbers e.g. T1, T2 etc, state the reference number of the plan(s)/drawing(s) and indicate the scale.

8. Parking

Will the proposed works affect existing car parking arrangements? ☒ Yes ☐ No

If Yes, please describe:

9. Authority Employee / Member

With respect to the Authority, I am:

- (a) a member of staff
(b) an elected member
(c) related to a member of staff
(d) related to an elected member
- Do any of these statements apply to you? ☐ Yes ☒ No

If Yes, please provide details of the name, relationship and role

10. Materials

If applicable, please state what materials are to be used externally. Include type, colour and name for each material:

	Existing (where applicable)	Proposed	Not applicable	Don't Know
Walls	N/A	LOCAL STONE SIMILAR TO EXISTING	☐	☐
Roof	N/A	SLATE	☐	☐
Windows	N/A	WOODEN	☐	☐
Doors	N/A	WOODEN	☐	☐
Boundary treatments (e.g. fences, walls)			☒	☐
Vehicle access and hard-standing	HARDSCAPE ACCESS	AS EXISTING	☐	☐
Lighting			☒	☐
Others (please specify)			☒	☐

Are you supplying additional information on submitted plan(s)/drawing(s)/design and access statement?

☒ Yes

☐ No

If Yes, please state references for the plan(s)/drawing(s)/design and access statement:

REPORT - POINT 3
DRAWINGS 1+2

11. Ownership Certificates

One Certificate A, B, C, or D, must be completed, together with the Agricultural Holdings Certificate with this application form

CERTIFICATE OF OWNERSHIP - CERTIFICATE A

Town and Country Planning (Development Management Procedure) (England) Order 2010 Certificate under Article 12

I certify/The applicant certifies that on the day 21 days before the date of this application nobody except myself/ the applicant was the owner (*owner is a person with a freehold interest or leasehold interest with at least 7 years left to run*) of any part of the land or building to which the application relates

Signed - Applicant:

Or signed - Agent:

Date (DD/MM/YYYY):

CERTIFICATE OF OWNERSHIP - CERTIFICATE B

Town and Country Planning (Development Management Procedure) (England) Order 2010 Certificate under Article 12

I certify/ The applicant certifies that I have/the applicant has given the requisite notice to everyone else (as listed below) who, on the day 21 days before the date of this application, was the owner (*owner is a person with a freehold interest or leasehold interest with at least 7 years left to run*) of any part of the land or building to which this application relates.

Name of Owner	Address	Date Notice Served

Signed - Applicant:

Or signed - Agent:

Date (DD/MM/YYYY):

CERTIFICATE OF OWNERSHIP - CERTIFICATE C

Town and Country Planning (Development Management Procedure) (England) Order 2010 Certificate under Article 12

I certify/ The applicant certifies that:

- Neither Certificate A or B can be issued for this application
- All reasonable steps have been taken to find out the names and addresses of the other owners (*owner is a person with a freehold interest or leasehold interest with at least 7 years left to run*) of the land or building, or of a part of it, but I have/ the applicant has been unable to do so

The steps taken were:

Name of Owner	Address	Date Notice Served

Notice of the application has been published in the following newspaper (circulating in the area where the land is situated):

On the following date (which must not be earlier than 21 days before the date of the application):

Signed - Applicant:

Or signed - Agent:

Date (DD/MM/YYYY):

14. Declaration

I/we hereby apply for planning permission/consent as described in this form and the accompanying plans/drawings and additional information

Signed - Applicant:

Or signed - Agent:

Date (DD/MM/YYYY):

[Redacted Signature]

Caroline Smith

08/08/2012

(date cannot be pre-application)

15. Applicant Contact Details

Telephone numbers

Country code: [Redacted] National number: [Redacted] Extension number: [Redacted]

Country code: [Redacted] Mobile number (optional): [Redacted]

Country code: [Redacted] Fax number (optional): [Redacted]

Email address (optional):

[Redacted Email Address]

16. Agent Contact Details

Telephone numbers

Country code: 01200 National number: 425697 Extension number: [Redacted]

Country code: [Redacted] Mobile number (optional): [Redacted]

Country code: 01200 Fax number (optional): 429994

Email address (optional):

clp@paulisters.co.uk

17. Site Visit

Can the site be seen from a public road, public footpath, bridleway or other public land? ☒ Yes ☐ No

If the planning authority needs to make an appointment to carry out a site visit, whom should they contact? (Please select only one)

☒ Agent ☐ Applicant ☐ Other (If different from the agent/applicant's details)

If Other has been selected, please provide:

Contact name:

[Redacted Contact Name]

Telephone number:

[Redacted Telephone Number]

Email address:

[Redacted Email Address]

320120722P

TOWN & COUNTRY PLANNING ACT 1990

**A GARAGE WITHIN THE CURTILAGE OF AN EXISTING
DWELLING at**

**THE HEY BARN, BACK LANE, NEWTON IN BOWLAND,
Nr CLITHEROE, LANCASHIRE BB7 3EE**

PREPARED FOR

**MR GEOFF GARNETT
C/O JOHN PALLISTER LTD
THE COACH HOUSE
28 DUCK STREET
CLITHEROE**

Prepared by:

**CATHERINE J PALLISTER MRICS, MSc, BSc(Hons)
John Pallister Ltd
The Coach House
28 Duck Street
Clitheroe
Lancashire
BB7 1LP**

1.0 BACKGROUND

The Hey Barn is a 4 bedroomed semi-detached dwelling which commenced conversion in 1997. The present owners purchased the property in 1999 and continued and completed the conversion. The original planning consent provided for a single garage within the curtilage of the property to the east of the garden although this has never been erected. The applicants now require provision for a single garage.

2. LOCATION/SITING

The location to the south west of the dwelling has been chosen to ensure that the building is kept within close proximity to the existing buildings and minimises any visual impact upon the surroundings and landscape. The grouping of the buildings is in line with local and government policy and represents the most appropriate location in terms of any potential impact upon the surrounding landscape, whilst balanced with the functional requirements of the building.

3. DESIGN & APPEARANCE

Plans and elevations of the garage are provided and it can be noted the building measures 26.98 m². The walls will be block built with a local stone facing and the roof will be of slate construction. This is in keeping with the Hey Barn itself, ensuring that the garage is compatible and sympathetic to the rural setting. The district plan requires all development to be sustainable and not to restrict the opportunity of future generations to enjoy the high quality of life in the Ribble Valley. The development has been created to provide sustainable living within a family dwelling which is provided within an existing curtilage to a residential dwelling and with no alterations to access or hard-standing. The development is in line with local plan policy G1. The development is also in line with local policy G5 which permits other small scale uses appropriate to a rural area which conform to the policies of the local plan. It is believed the proposed building helps to facilitate the use of the family dwelling whilst ensuring the use is appropriate to the rural area and its surroundings.

4. SUMMARY

The proposal clearly meets the criteria under the local plan policy and it is felt the size and materials proposed have been sympathetically chosen whilst conforming to local and government policy. The applicant is willing to consider any reasonable conditions upon the consent which the council may feel appropriate. Following on from the appeal to application 3/2011/0488/P the Planning Inspectorate suggested a Section 106 agreement be drawn up to overcome any foreseen problems relating to the garage and store provided within the existing consent [3/97/0043/P]. A draft agreement has been prepared and enclosed for the Council's consideration. I trust this provides you with the information required to make a positive recommendation, however if you require any further information required please contact the agent.

320120722P

INITIAL DRAFT 106 AGREEMENT

DATED

2012

RIBBLE VALLEY BOROUGH COUNCIL

- and -

MR G F GARNETT

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

RELATING TO LAND KNOWN THE HEY BARN,
NEWTON-IN-BOWLAND,, CLITHEROE, LANCASHIRE, BB7 3EE

JREP/sect 106 agreement Garnett 06.08.12

THIS AGREEMENT AND DEED is made the day of 2012

BETWEEN

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council")
and
2. **MR G F Garnett** of The Hey Barn, Back Lane, Newton-in-Bowland, Clitheroe, Lancashire, BB7 3EE (hereinafter called "the Owner")

WHEREAS

- (1) The Owner is the freehold owner of The Hey Barn, Back Lane, Newton-in-Bowland Clitheroe the title of which land is registered at HM Land Registry under numbers LAN. and LAN. and shown edged red on Plan 1 attached hereto ("the Property")
- (2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Property is situated and by whom the obligations contain in this Agreement is enforceable
- (3) The Owner on the 8th day August of Two thousand and twelve applied to the Council for planning permission for a development comprising a Single Storey Garage on the Property as detailed in the plans and particulars deposited with Council under reference 3/2011/0488
- (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")

320120722P

IT IS HEREBY AGREED as follows:

1 DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

Application

"Application" means the application for Planning Permission submitted to the Council reference number 3/2011/0488 for a single storey garage on the Property

Development

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

Plan 1

"Plan 1" means the Property location plan annexed hereto and edged red

Planning Permission

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

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 charge 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 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 is intended to restrict the exercise by the Council of any of its powers

8.2 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

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

8.4 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

8.5 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

Deleted: ¶

SCHEDULE 1

Deleted: ¶

The Owner covenants with the Council as follows:

- 1 1 The Owner covenants with the Council that the development will be built in accordance with planning application number 3/2011/0488
- 1 3 The Owner covenants with the council that the permission granted in application number 3/97/0043/P decision date 9th April 1997 will be superseded by application number 3/2011/0488 in respect of the detached garage and store provided therein. Therefore consent for the development of the detached garage and store detailed within application number 3/97/0043/P is removed and replaced by consent for the development as detailed in application number 3/2011/0488

SCHEDULE 2

1. The Council covenants with the Owner as follows:
 - a) Forthwith to grant the planning permission as detailed in application number 3/2011/0488

SCHEDULE 5
DRAFT PLANNING PERMISSION

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 MR G F GARNETT)
)
)

Witness:
Address:
.....
.....
.....



320120722P



for Mr G.F. Garnett

at The Hey Barn, Back Lane, Newton in Bowland.

Scale: 1:50

Date : June 2011

Drwg. no. 1.

150mm thick conc floor on
1200 Visqueen dpm on 50mm
sand blinding on 150 hardcore
750 x 200 conc foundations,
R.W.Ps & gullies to soakaway in
garden.

[Electric Supply by others]



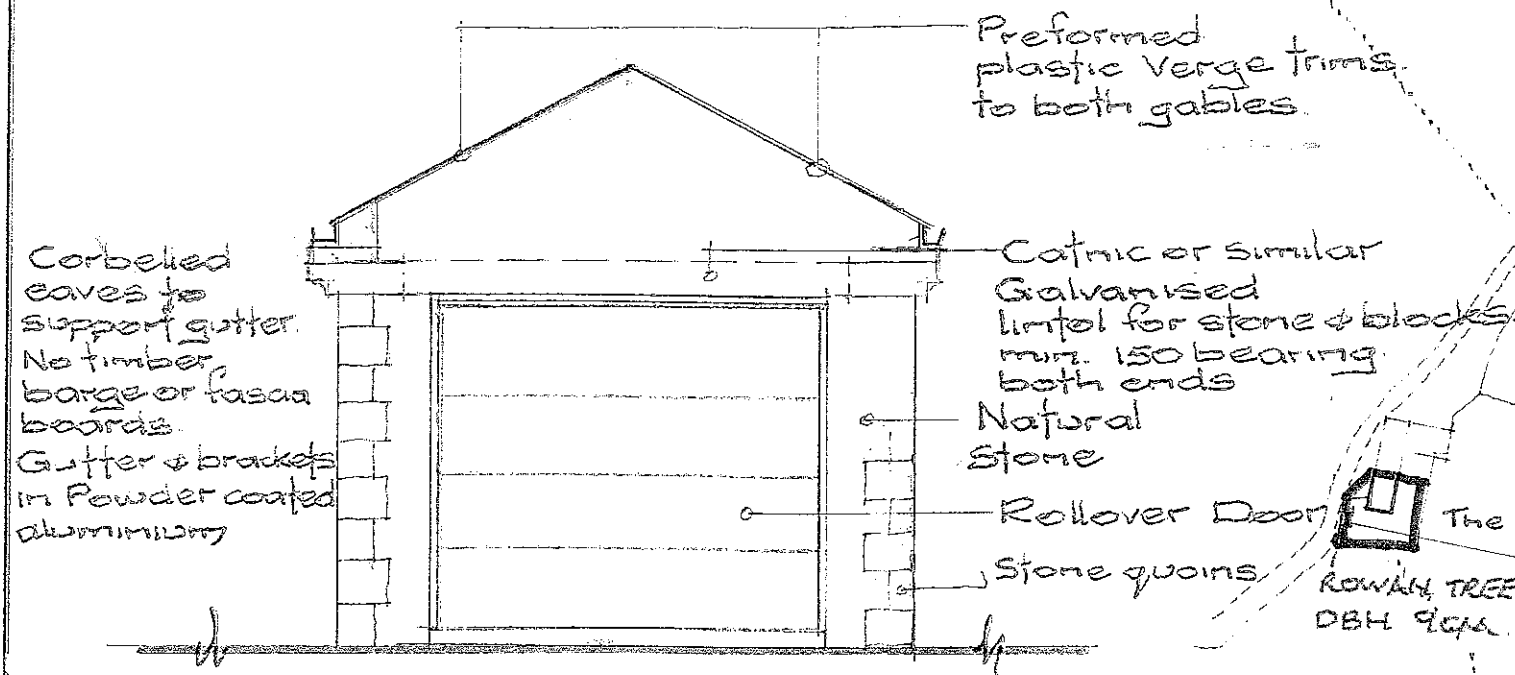
John Pallister Chartered Surveyors

The Coach House, 28 Duck Street, Clitheroe, BB7 1LP

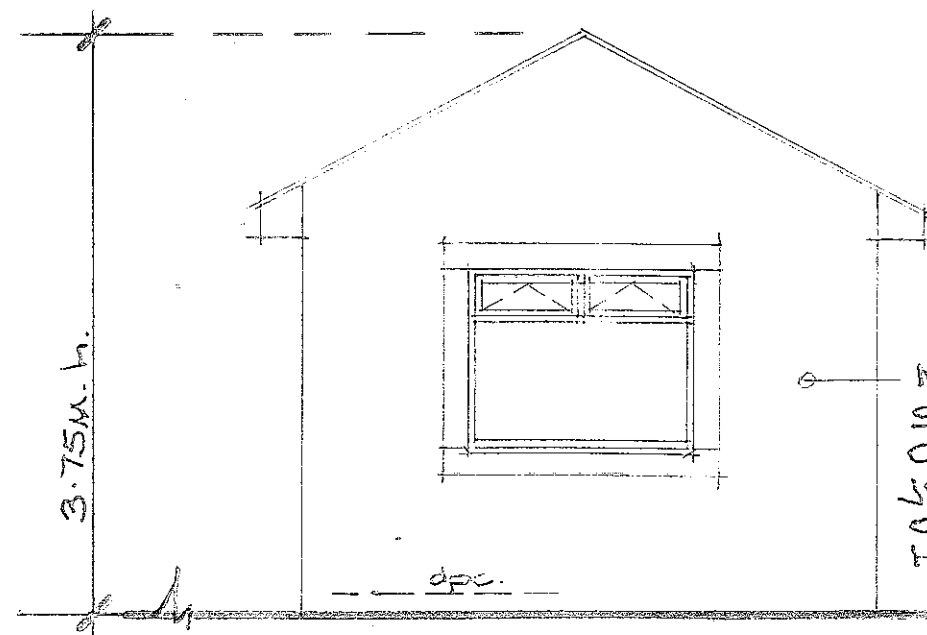
Tel: 01200 425697 Fax: 01200 429994 e-mail: info@pallisters.co.uk www.pallisters.co.uk



RICS



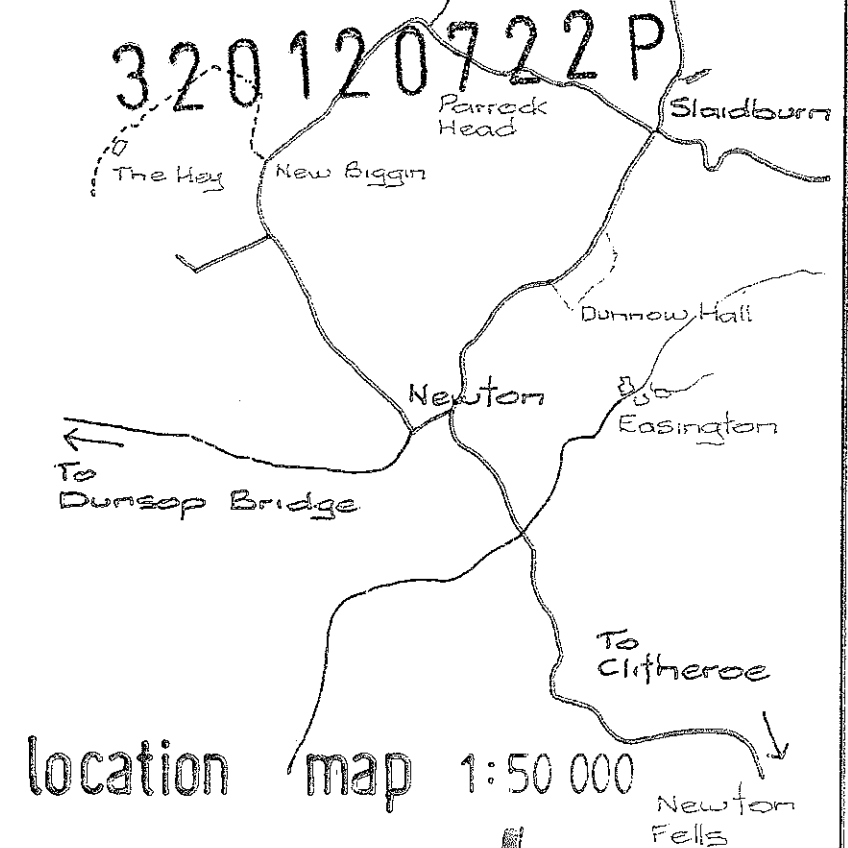
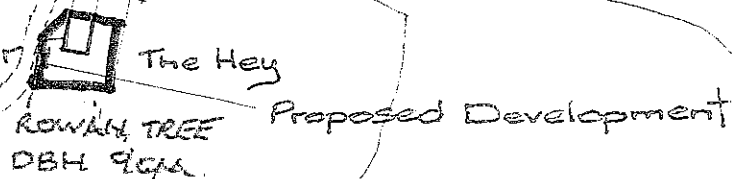
front elevation



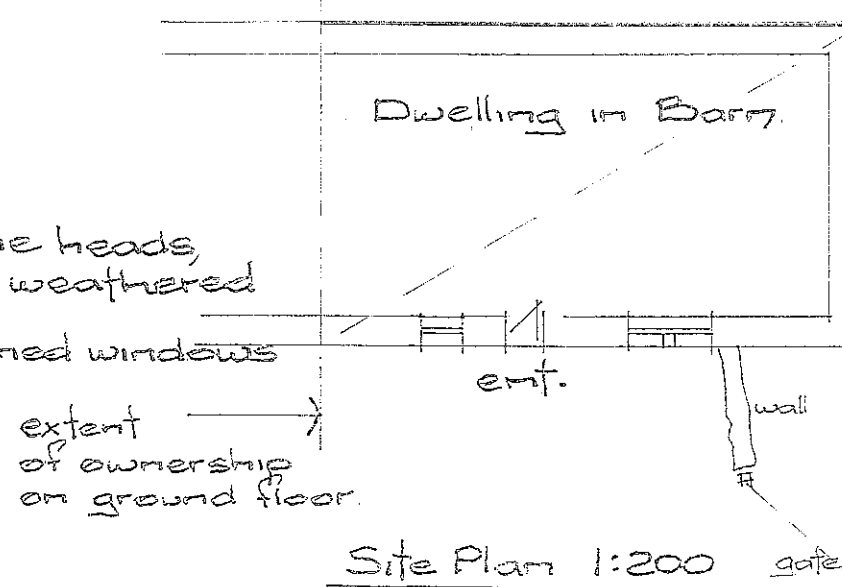
rear elevation

Scale 1:50 (Elevations)

location plan 1:2500



location map 1:50 000



Site Plan 1:200



John Pallister Chartered Surveyors

The Coach House, 28 Duck Street, Clitheroe. BB7 1LP

Tel: 01200 425697 Fax: 01200 428994 e-mail: info@pallisters.co.uk www.pallisters.co.uk



RICS

Mr. G.F. Garnett.

Drwg. no. 2.