

**Heads of Terms**  
**Relating to an Agreement to be entered into pursuant to s.106 of the Town and**  
**Country Planning Act 1990**

**Between**

**(1) M M C Aspinall, R M Cornish and J A Ferguson (as Trustees)**

**(2) Ribble Valley Borough Council (The Council)**

**(3) Lancashire County Council**

**Relating to a site at Higher Standen Farm and part of Littlemoor Farm,**  
**Clitheroe, Lancashire**

The proposed agreement will provide for the following:-

1. Affordable Housing
  - i. 30% of the housing units to be affordable ("the Affordable Provision")
  - ii. 15% to be reserved for elderly persons of which one half will be within the Affordable Provision and one half within the remaining market provision.
  - iii. Within the Affordable Provision the mix of rental and shared ownership allocations to be agreed.
2. (i) Public open space – agreed areas of public open space to be made available within the site on a phased basis. Such areas to be maintained by developer for a period of one year after which arrangements will be made to provide for future maintenance by means of a scheme to be approved by the Council.  
  
(ii) Possible contribution to upgrading or provision of off site facilities in Clitheroe to be subject to negotiation after taking account of the public open space being provided within the site.
3. Education payment – a commuted sum of [to be agreed] to be paid to LCC as the statutory education authority for the specific purpose of funding local education requirements arising from the proposed development (such requirements to be assessed) after taking into account land for a primary school which is to be provided by the developer within the application site.
4. Highways payment – a sum of [to be agreed] to be paid to LCC as the statutory highways authority for the specific purpose of funding [highway works and improvements arising from the proposed development – to be agreed]

The agreement will include provisions relating to the dates when sums are to be payable, with provisions for phasing where appropriate, and for repayment of unused monies after a period of 5 years.

There will also be the usual boiler plate provisions including a provision limiting the Trustees liability to the value of the assets for the time being contained within the relevant trust fund and excluding personal liability.