

3/2012/1101

DATED 24th July 2013

RIBBLE VALLEY BOROUGH COUNCIL (1)

and

LANCASHIRE COUNTY COUNCIL (2)

and

~~JOURNAL COUNCIL~~ (3)

and

~~BURNLEY COUNCIL~~ (4)

AGREEMENT

Under Section 106 Town and Country
Planning Act 1990
relating to
land at The Whins, Whins Lane, Read
Burnley BB12 7QY

Wragge&Co

Tel +44 (0)870 903 1000 Fax +44 (0)870 904 1099 mail@wragge.com www.wragge.com

2013

BETWEEN

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire BB7 2RA ("the Council")
- (2) **LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ ("the County Council")
- (3) **[REDACTED]** of **[REDACTED]** ("the Owner")
- (4) **[REDACTED]** (company number **[REDACTED]**) of **[REDACTED]** ("the Company")

WHEREAS:

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated.
- (B) The County Council is the local highway authority, the county planning authority and education authority for the area in which the Site is situated.
- (C) The Owner is the freehold owner of the Site pursuant to title number LAN66550.
- (D) The Company has a beneficial interest in the Site pursuant to an Option Agreement between the Owners and the Company dated 20 November 2012 registered under title number LAN66550.
- (E) The Company has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (F) The Council resolved to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSETH as follows:

1 Definitions and Interpretation

- 1.1 In this Deed the following words and expressions shall, unless the context otherwise requires have the meanings set opposite them:

"Act" the Town and Country Planning Act 1990 (as amended);

"Affordable Housing Unit(s)" means the Affordable Rent Units and the Shared Ownership Units;

"Affordable Rent" means housing subject to rent controls that require a rent of no more than 80% of local market rent;

"Affordable Rent Unit(s)" means the 3 Units to be provided as Affordable Rent;

"Application" the application for outline planning permission registered by the Council on 21 December 2013 for the Development allocated reference number 3/2012/1101/P;

"Approved Person" means a person falling into the provisions of Clause 4.12 of this Deed;

"Commencement of Development" the date on which any material operation (as defined in the 1990 Act section 56(4)) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and 'Commence the Development' shall be construed accordingly;

"Contributions" means together the Education Contribution and the Off Site Open Space Contribution;

"Development" means the demolition of the existing dwelling and redevelopment of the Site for residential use including 16 residential units;

"Discounted Market Rate" means 60% of Open Market Value;

"Education Contribution" means £47,522 (forty seven thousand five hundred and twenty-two pounds);

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

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

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

Where:

A = the relevant Contributions payable under this Deed;

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

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

D = the recalculated sum payable under this Deed;

"Interest" means interest at 4 per cent above the base lending rate of The Royal Bank of Scotland plc from time to time;

"Local Housing Allowance Rent" the rent calculated in accordance with the Government website advising the maximum housing benefit that the Government will pay for private sector rental housing based on the number of bedrooms in a property or such successor Government calculator;

"Occupation" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or in relation to security operations and "Occupied" shall have the same meaning;

"Off Site Open Space Contribution" means £12,496 (twelve thousand four hundred and ninety-six pounds);

"Open Market Rent" means rent payable by a person occupying an Open Market Unit;

"Open Market Unit" means those Units for sale lease or other disposal on the open market and excluding the Affordable Housing Units;

"Open Market Value" means the value of a Unit for sale lease or other disposal on the open market excluding Affordable Housing Units;

"Plan" the plan annexed to this Deed at Annex 1;

"Planning Permission" means the planning permission subject to conditions to be granted by the Council pursuant to the Application as substantially set out in the form of the draft at Annex 2 and subject to such modification agreed between the parties;

"Potential Purchaser" an Approved Person who wishes to purchase an Affordable Housing Unit;

"Registered Provider" means either a registered provider as defined by S.80 of the Housing and Regeneration Act 2008 or an unregistered provider of social housing approved by the Council or such other body or organisation approved by the Council whose main object is the provision of Affordable Housing Units;

"Shared Ownership Unit" means the 2 Units to be provided as Shared Ownership;

"Shared Ownership" means housing part owned by a Registered Provider and part owned by an Approved Person which is subject to a lease which has been approved by the Homes and Communities Agency (or such successor body);

"Site" the land against which this Deed may be enforced as shown edged red on the Plan;

"Unit" a dwelling comprising a house or a flat constructed as part of the Development;

"Working Days" any day of the week excluding Saturdays Sunday and any Bank Holidays.

1.2 Interpretation

- (a) Reference in this Deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.
- (b) Words importing the singular meaning include the plural meaning and vice versa where the context so admits.
- (c) Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms

and all such words shall be construed interchangeably in that manner.

- (d) Wherever an obligation fails to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- (e) Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under the Act or deriving validity from it.
- (f) References to any party shall include the successors in title to that party and any person deriving title through or under that party and in the case of the Council and the County Council the successors to their statutory functions.
- (g) Headings where they are included are for convenience only and are not intended to influence the interpretation of this Deed.

2 Legal Basis

- 2.1 This Deed is made pursuant to Section 106 of the Act.
- 2.2 The terms of this Deed create planning obligations binding on the Owner and the Company pursuant to Section 106 of the Act and are enforceable as such by the Council and the County Council as local planning authorities.
- 2.3 The expressions "the Council" and "the County Council" and "the Owner" and "the Company" shall include their respective successors in title and assigns and shall include any persons or mortgagees of such persons deriving title through or under them PROVIDED THAT no such person (including the parties hereto) shall be liable for any breaches occurring after they have disposed of their interest in the Property or the relevant part or parts thereof.

3 Conditions, Duration and Enforcement

3.1 Condition precedent

- (a) the grant of Planning Permission, and
- (b) the Commencement of Development

3.2 Duration

- ### 3.3 Other development

4 Covenants

- 0000-0001-0000-0000

its consent and that the Site will be bound by the obligations in this Deed PROVIDED THAT the Company shall otherwise have no liability under this Deed unless it acquires the Site or any part of the Site or exercises any right of sale in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

Contributions

- 4.3 The Owner covenants with the County Council to pay the Education Contribution on or before Occupation of the first Unit comprising part of the Development.
- 4.4 The Owner covenants with the Council to pay the Off Site Public Open Space Contribution to the Council on or before Occupation of the first Unit comprising part of the Development.

Affordable Housing

- 4.5 Subject to clauses 4.6 and 4.7 the Owner covenants with the Council to use reasonable endeavours to transfer the Affordable Housing Units to a Registered Provider in accordance with the provisions of this Deed prior to Occupation of more than 6 Open Market Units.
- 4.6 In the event that the Affordable Rent Units have not been transferred to a Registered Provider prior to Occupation of the 6th Open Market Unit the Owner shall let the remaining Affordable Rent Units at not more than the Local Housing Allowance Rent for the administrative area of the Council.
- 4.7 In the event that the Shared Ownership Units have not been transferred to a Registered Provider prior to Occupation of the 6th Open Market Unit the Owner shall offer the remaining Shared Ownership Units at Discounted Market Rate.
- 4.8 The Shared Ownership Units shall be granted to an Approved Person and each such Approved Person shall use the Shared Ownership Unit as his own and only residence and shall not be permitted to sublet without the written consent of the Registered Provider.
- 4.9 The rent level on the percentage equity retained by the Registered Provider pursuant to any Shared Ownership Unit shall be determined for the time being by the Homes and Communities Agency and in the absence of such determination at a rent level comparable with rent levels set for similar comparable property in the

area.

4.10 The Approved Person shall be required to purchase a minimum % equity share based on the maximum that they can afford (in accordance with new HCA Guidelines) and will then have the option to purchase additional equity share to a maximum of 100% (One Hundred Percentage).

4.11 The Affordable Housing Units shall be occupied in accordance with the covenants and terms contained in this Deed or such alternative agreement with the Council.

4.12 Approved Persons for the purposes of this Deed are:

(a) first time buyers who can demonstrate a housing need for the type of Affordable Housing Unit who are (in order of priority):

- (i) currently living in the Parish of Read and have done so for more than 10 years; or
- (ii) currently living in the Parish of Read and have done so continually for between 5 to 10 years; or
- (iii) currently living in the Parish of Read and have done so continually for a minimum of 12 months; or
- (iv) currently permanently employed in the Parish of Read for a minimum of 12 months and for a minimum of 18 hours per week paid or unpaid; or
- (v) buyers where at least one of the adult applicants have next of kin (mother, father, brother, sister or adult dependent children) who have lived in the Parish of Read continually for a minimum of five years; or
- (vi) former residents of the Parish of Read who have moved from the Parish because of a lack of affordable housing in the Parish; or
- (vii) non first time buyers who can meet one of the qualification provisions set out at paragraphs 4.12(a)(i) - (vi) above;

(b) first time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are:

- (i) currently living in the Parishes of Simonstone, Sabden or Whalley for more than 10 years; or
 - (ii) currently living in the Parishes of Simonstone, Sabden or Whalley and have done so continually for between 5 to 10 years; or
 - (iii) currently living in the Parishes of Simonstone, Sabden or Whalley and have done so continually for a minimum of 12 months; or
 - (iv) currently permanently employed in the Parishes of Simonstone, Sabden or Whalley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid; or
 - (v) buyers where at least one of the adult applicants have next of kin (mother, father, brother, sister or adult dependent children) who have lived in the Parishes of Simonstone, Sabden or Whalley continually for a minimum of five years; or
 - (vi) persons who are former residents of the Parishes of Simonstone, Sabden or Whalley who have moved from the Parish because of a lack of affordable housing in the Parish; or
 - (vii) non first time buyers who can meet one of the qualification provisions set out at paragraphs 4.12(b) (i) - (vi) above
- (c) first time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either:
- (i) currently living in the Borough of Ribble Valley for more than 10 years or
 - (ii) currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years; or
 - (iii) currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months; or
 - (iv) 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

- (v) buyers where 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;
- (vi) buyers 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; or
- (vii) non first time buyers who can meet one of the qualification provisions set out in paragraphs 4.12 (c) (i) - (vi) above.

4.13 The Owner covenants with the Council to serve written notice on the Council of first Occupation of a Unit.

5 Non-Enforcement

5.1 None of the obligations imposed by this Deed in relation to the Development shall apply to:

- (a) any mortgagee or chargee or any successor in title to any mortgagee of a Registered Provider;
- (b) any owner or occupier of an individual Unit or their successors in title;
- (c) the mortgagee or chargee of an Affordable Housing Unit or their successors in title; and
- (d) any statutory undertaker.

6 Provisions of Immediate Effect

6.1 On completion of this Deed the Company shall pay to the County Council the reasonable legal costs incurred in the negotiation, preparation and execution of this Deed of no more than £250.00 and the Council's reasonable legal costs in the sum of £330.00.

6.2 A person who is not party to this Deed or a successor in title shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Deed.

- 6.3 The Owner agrees with the Council and County Council to give the Council and the County Council written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged within 14 days of any such change, the notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan provided that this clause shall not apply to any change in ownership of an individual unit.

7 Notices

- 7.1 Any notice or other communication given or made in accordance with this Deed shall be in writing and may (in addition to any other effective mode of service) be sent by recorded delivery or registered post to the Strategic Housing Officer for the time being of the Council at the address of the Council shown on the first page of this Deed, to the County Council [ibid] at the address of the County Council shown on the first page of this Deed marked for the attention of the Director for Resources, Planning and Business Services for the time being or at such address as may from time to time have been notified to the sender as being the address for service of the relevant party for the purposes of this Deed.

8 Local Land Charge

- 8.1 This Deed shall be registered as a local land charge by the Council and the Council shall immediately after the date of this Deed register it as such.
- 8.2 Following the performance and satisfaction of all the obligations contained in this Deed, the Council shall immediately effect the cancellation of all entries made in the Register of Local Land Charges in respect of this deed.

9 Jurisdiction and Expert Determination

- 9.1 This Deed shall be governed by and interpreted in accordance with the law of England and Wales.
- 9.2 The Courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising or related to this Deed.
- 9.3 In so far as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

- 9.4 No waiver (whether expressed or implied) by the Council (or the County Council or Owner) of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council (or the County Council or Owner) from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 9.5 Subject to clause 9.8, if any dispute arises relating to or arising out of the terms of this Deed, any party (which for the purposes of this clause 9.5 shall include the Council and the County Council) may serve written notice upon the other parties requiring the dispute to be determined under clause 9.7. The notice is to propose an appropriate Specialist (as defined below) and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 9.6 For the purposes of clause 9.5 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 9.7 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred to at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 9.8.
- 9.8 Any dispute over the identity of the Specialist is to be referred to at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange this nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 9.9 The Specialist is to act as an independent expert and:
- (a) each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;

- (b) each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;
- (c) the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
- (d) the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
- (e) the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- (f) the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- (g) Responsibility for the costs of referring a dispute to a Specialist under this clause 9, including costs connected with the appointment of the Specialist and the Specialist's own costs, and the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- (h) This clause 9 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts.

10 Indexation, Interest and VAT

- 10.1 Any contributions required to be made under Clause 4.3 and 4.4 to the Council and the County Council shall be increased or decreased by the Indexation Factor.
- 10.2 If any payment due under this Deed is paid late, Interest shall be payable from the date payment is due to the date of payment.
- 10.3 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

11 Contributions

11.1 Payment of the Contributions required to be made under this Deed shall be made on the following basis:

- (a) upon receipt by the County Council or the Council the relevant Contribution shall be deposited in an interest bearing account; and
- (b) all such interest (less tax and reasonable administrative costs or fees) is to be credited to that account.

11.2 The principal sum and interest in the account shall be applied by the County Council or the Council (as the case maybe) receiving payment as soon as reasonably practicable towards the purposes specified in this Deed provided that if the whole or any part of such funds has not been expended or committed for expenditure for such purposes at the expiration of 5 years of the date of payment of the relevant Contribution, the unexpended balance together with any interest in the account less any tax (if applicable) shall forthwith be repaid to the person who paid the Contribution.

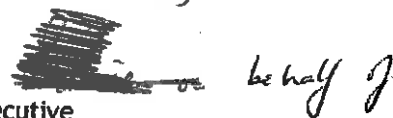
IN WITNESS whereof the parties have executed as a Deed the day and year first before written

THE COMMON SEAL of RIBBLE VALLEY
BOROUGH COUNCIL was hereunto
affixed to this Deed in the presence of:

Mayor



Chief Executive

 *behalf of*

1392

THE COMMON SEAL of LANCASHIRE
COUNTY COUNCIL was hereunto affixed
To this Deed in the presence of:




Authorised Signatory

SIGNED as a DEED by

in the presence of:



Signature of witness



Name (in BLOCK CAPITALS)

Address

Solicitor

SIGNED as a DEED by

acting by a Director and its Secretary
(or two Directors)

Director



Director/Secretary

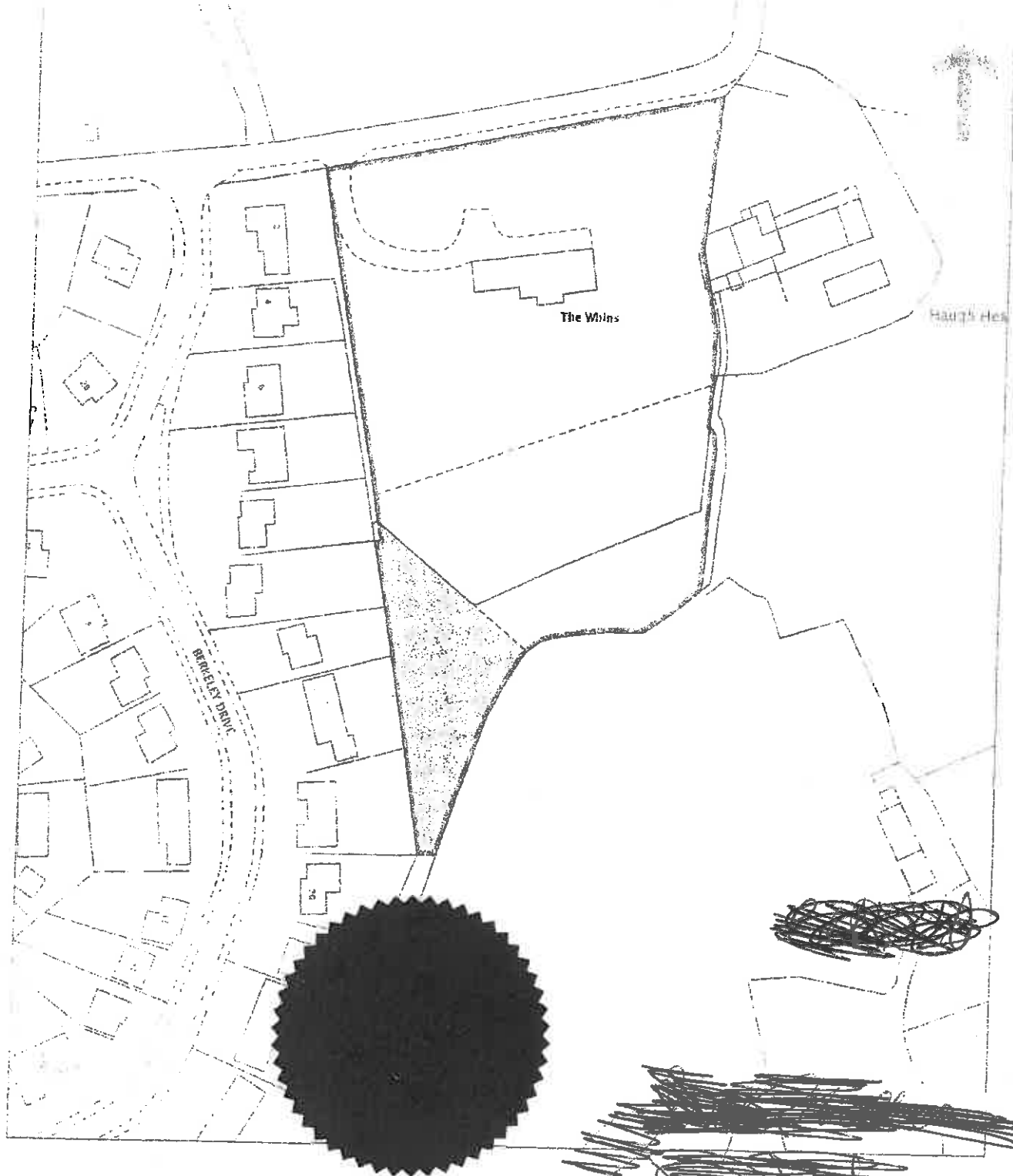
Land Registry

Title number **LAN66550**

Ordnance Survey map reference **SD7734NW**

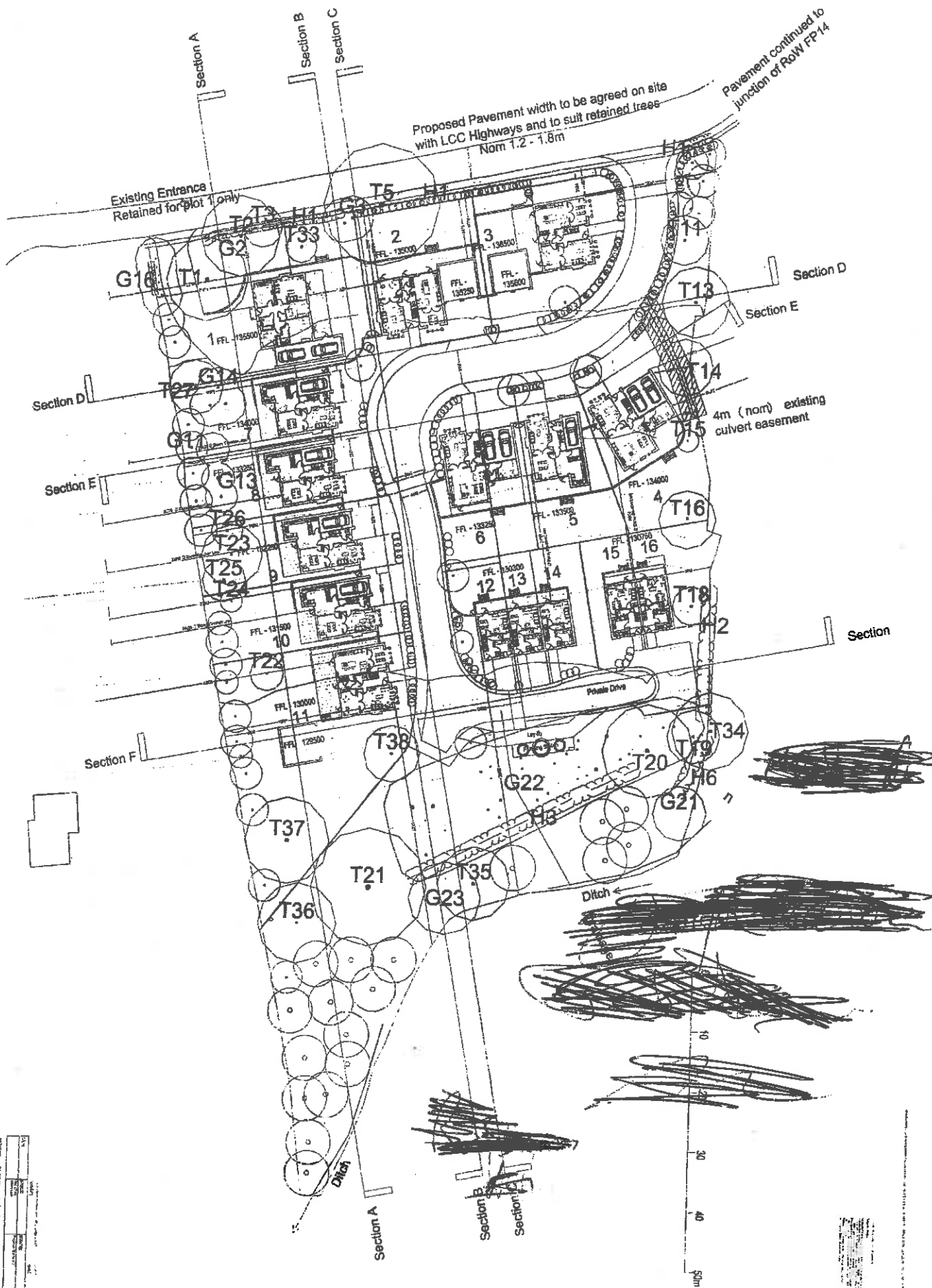
Scale **1:1250**

Administrative area **Lancashire : Ribble Valley**



Annex 1

Plan



Annex 2

Draft Planning Permission

RIBBLE VALLEY BOROUGH COUNCIL

Department of Development

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

Telephone: 01200 425111

Fax: 01200 414488

Planning Fax: 01200 414487

Town and Country Planning Act 1990

PLANNING PERMISSION

APPLICATION NO: 3/2012/1101

DECISION DATE: DRAFT

DATE RECEIVED: 03/12/2012

APPLICANT:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

AGENT:

Street Design Partnership
16 Brewery Yard
Deva Centre
Salford
Lancs
M3 7BB

DEVELOPMENT PROPOSED: Proposed demolition of the existing dwelling and redevelopment of the site for residential use including 16 homes.

AT: The Whins Whins Lane Read Lancashire BB12 7QY

Ribble Valley Borough Council hereby give notice that **permission has been granted** for the carrying out of the above development in accordance with the application plans and documents submitted subject to the following condition(s):

- 1.** The development must be begun no later than the expiration of three years beginning with the date of this permission.

REASON: Required to be imposed in pursuance to Section 91 of the Town and Country Planning Act 1990.

- 2.** This permission shall relate to the proposal as shown on drawing Nos 6388/P04D, P05E, P06B, P07A, P08B and P09B.

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

- 3.** The new estate road shall be constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads to at least base course level before any development takes place within the site.

REASON: To ensure that satisfactory access is provided to the site before construction work commences and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 Regulation 22 Submission Draft.

P.T.O.

4. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 there shall not at any time in connection with the development hereby permitted be erected or planted or allowed to remain upon the land hereinafter defined any building, wall, fence, hedge, tree, shrub or other device.

The visibility splay to be the subject of this condition shall be that land in front of a line drawn from a point 2.4m measured along the centre line of the proposed estate road from the continuation of the nearer edge of the carriageway of Whins Lane to points measured 43m in each direction along the nearer edge of the carriageway of Whins Lane, from the centre line of the access, and shall be constructed and maintained at footway/verge level in accordance with a scheme to be agreed by the Local Planning Authority in conjunction with the Highway Authority.

REASON: To ensure adequate visibility at the street junction or site access and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 Regulation 22 Submission Draft.

5. Before the construction work commences facilities shall be provided within the site by which means the wheels of vehicles may be cleaned before leaving the site.

REASON: To avoid the possibility of the public highway being affected by the deposit of mud and/or loose materials thus creating a potential hazard to road users and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 Regulation 22 Submission Draft.

6. No part of the development shall be commenced until all the highway works to facilitate construction traffic access have been constructed in accordance with a scheme which shall be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority.

REASON: To enable all construction traffic to enter and leave the premises in a safe manner without causing a hazard to other road users and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 Regulation 22 Submission Draft.

7. No part of the development hereby approved shall be occupied or opened for trading until all the off-site highway works have been constructed in accordance with a scheme which shall be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority.

REASON: In order that the traffic generated by the development does not exacerbate unsatisfactory highway conditions in advance of the completion of the highway scheme/works and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 Regulation 22 Submission Draft.

8. Notwithstanding the submitted plans, all garage doors shall be located at least 5.5m back from the highway boundary at all times and the garages and driveways shall thereafter be kept clear and used only for the parking of private motor vehicles and bicycles.

REASON: to ensure satisfactory off street parking arrangements are preserved at all times and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 Regulation 22 Submission Draft.

P.T.O.

APPLICATION NO. 3/2012/1101

DECISION DATE: DRAFT

9. The development hereby permitted shall only be carried out in accordance with the approved Flood Risk and Drainage Assessment - The Whins, Read, (Ref 880302R1 [02] October 2012). The mitigation measures shall be fully implemented prior to occupation and/or in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed in writing by the Local Planning Authority.

REASON: To prevent and mitigate the risk of flooding both on and off site by ensuring the satisfactory storage/disposal of surface water from the site in accordance with the requirements of the National Planning Policy Framework.

10. No development shall take place until the surface water drainage scheme for the site (based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development) has been submitted to and approved in writing by the Local Planning Authority.

The drainage strategy shall demonstrate that the surface water run-off generated up to and including the 1:100 year plus climate change critical storm will not exceed the run-off from the developed site following the corresponding rainfall event. The drainage scheme shall subsequently be implemented in accordance with the approved details prior to the buildings being occupied.

REASON: To prevent and mitigate the risk of flooding both on and off site by ensuring the satisfactory storage/disposal of surface water from the site in accordance with the requirements of the National Planning Policy Framework.

11. The development shall be carried out in compliance with all the mitigation and tree protection measures detailed in the submitted Ecological Survey and Evaluation Report by Pennine Ecological dated October 2012 and the Arboricultural Impact Assessment by Bowland Tree Consultancy Ltd (BTC344 dated 31 October 2012).

REASON: In order to reduce the impact of the development on biodiversity, and protect those trees that are to be retained from the potential adverse effects of development, and to safeguard the natural habitats of those species of conservation concern, in accordance with Policies G1, ENV1 and ENV10 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and EN2 of the Core Strategy 2008 to 2028 Regulation 22 Submission Draft.

12. The landscaping of the site and its future maintenance shall be carried out in compliance with submitted drawing No 310/02REVA and the five year landscape maintenance plan by Firewall Landscape Consultants Ltd dated November 2012 that was submitted with the application.

REASON: In the interests of visual amenity and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 Regulation 22 Submission Draft.

13. The approved dwellings shall achieve a minimum Level 3 of the Code for sustainable homes. No dwellings 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 efficiency development in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 Regulation 22 Submission Draft.

P.T.O.

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DECISION DATE: DRAFT

Relevant planning policy

Ribble Valley Districtwide Local Plan
Policy G1 - Development Control.
Policy G3 - Settlement Strategy.
Policy ENV10 - Development Affecting Nature Conservation.
Policy ENV13 - Landscape Protection.

Core Strategy 2008 - 2032 - a Local Plan for Ribble Valley Regulation 19/22 Consultation Draft
Policy DMG1 - General Considerations.
Policy DMG2 - Strategic Considerations.
Policy DME2 - Landscape and Townscape Protection.
Policy DME3 - Site and Species Protection and Conservation.

National Planning Policy Framework (NPPF).

SUMMARY OF REASONS FOR APPROVAL

The proposal would provide 16 dwellings in a sustainable location within an existing settlement and without any seriously detrimental effects upon highway safety, ecology/trees, visual amenity or the amenities of any nearby residents.

The Local Planning Authority operates a pre-planning application advice service which applicants are encouraged to use. Whether or not this was used, the Local Planning Authority has endeavoured to work proactively and positively to resolve issues and considered the imposition of appropriate conditions and amendments to the application to deliver a sustainable form of development "

Note(s)

1. For rights of appeal in respect of any condition(s)/or reason(s) attached to the permission 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 reserves the right to provide the highway works within the highway associated with this proposal. Provision of the highway works includes design, procurement of the work by contract and supervision of the works. The applicant should be advised to contact the Ribble Valley District Highways Office, LCC Highways Area East, Riddings Lane, Whalley BB7 9RW (Tel: 08450 530011) in the first instance to ascertain the details of such an agreement and the information to be provided.
4. Before construction work commences, the developer should contact Eddie Mills, Ribble Valley District Highways Office, LCC Highways Area East, Riddings Lane, Whalley BB7 9RW (tel. 08450 530011) and quote the planning application number, in order to discuss and agree the access for construction traffic and times of working.

P.T.O.

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5. This consent requires the construction, improvement or alteration of an access to the public highway. Under the Highways Act 1980 Section 184 the County Council as Highway Authority must specify the works to be carried out. Only the Highway Authority or a contractor approved by the Highway Authority can carry out these works and therefore before any access works can start you must contact the Ribble Valley District Highways Office, Lancashire County Council, Riddings Lane, Whalley BB7 9RW (tel. 0845 0530011) and quote the planning application number.
6. This permission should be read in conjunction with the Section 106 Legal Agreement signed on

~~Signature~~
DIRECTOR OF COMMUNITY SERVICES

DRAFT

