

DATED

7th May

2014

GISBURNE PARK ESTATES LIMITED

- and -

NATIONAL WESTMINSTER BANK PLC

- and -

RIBBLE VALLEY BOROUGH COUNCIL

and

LANCASHIRE COUNTY COUNCIL

SECTION 106 PLANNING AGREEMENT TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO LAND KNOWN AS

LAND AT STRAWBERRY FIELDS, MAIN STREET, GISBURN. LANCASHIRE

THIS AGREEMENT AND DEED is made the 7th day of May 2014

BETWEEN

1. **GISBURNE PARK ESTATES LTD** (Company Registration No. 02540296) of The Estate Office, Gisburn BB7 4LP (hereinafter called "the Owner")
and
2. **NATIONAL WESTMINSTER BANK PLC** (Company Registration No. 929027) of 135 Bishopsgate, London EC2M 3UR (hereinafter called "the Mortgagee")
and
3. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council")
And
4. **LANCASHIRE COUNTY COUNCIL** of County Hall, Fishergate, Preston, Lancashire PR1 8XJ (hereinafter called the County Council)

WHEREAS

- (1) The Owner is the freehold owner of land at Strawberry Fields, Main Street, Gisburn the title of which land is registered at HM Land Registry under numbers LA826740 shown edged red on the Plan attached hereto ("the Property")
- (2) The Property is subject to a Legal Charge dated the 2nd day of August 2004 made between the Owner and the Mortgagee
- (3) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Property is situated and by whom the obligations contained in this Agreement are enforceable
- (4) The County Council is the highway authority for the area within which the Property is situated and by whom the obligations contained in schedule 3 are enforceable
- (5) The Owner on the 6th day February of Two thousand and thirteen applied to the Council for planning permission for a development comprising 11 residential units on the Property as detailed in the plans and particulars deposited with Council under reference 3/2013/0161
- (6) The Council is satisfied that the development is such as may be approved by it under the Act of 1990 (as amended) but subject to the Owner entering into this Planning Obligation Agreement in accordance with Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act")

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

Affordable Housing

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

Affordable Rented Housing

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

- 4 X 3 Bedroom Houses

Affordable Housing Unit

“Affordable Housing Unit” means each unit of Affordable Housing to be constructed on the property pursuant to the Planning Permission and which in total shall comprise 4 (four) Affordable Housing Units of which 2 (two) shall be Affordable Rented Housing units and 2 (two) shall be Shared Ownership Housing units.

Application

“Application” means the application for Planning Permission submitted to the Council reference number 3/2013/0161 for residential use and associated amenities on the Property

Development

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

Dispose

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

Implementation

“Implementation” means the carrying out of any of the material operations listed in Section 56 of the 1990 Act pursuant to the Planning Permission provided that for the purposes of determining whether or not the material operation has been carried out there shall be disregarded property surveys and investigations and tests (including drilling bore holes, digging trial pits and taking soil samples) environmental assessments and similar studies (including geological, archaeological and ecological surveys and landscape assessments). Site investigations preparatory works including ground, modelling and contamination remediation works and “implement” and “implemented” shall be construed accordingly

Market Dwellings

“Market Dwellings” means Residential Units excluding any Affordable Housing Units

Occupation

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

Plan

“Plan ” means the Property location plan annexed hereto.

Planning Permission

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

Registered Provider

“Registered Provider” means a Housing Association approved by the Council, such approval not to be unreasonably withheld, being a registered social landlord or other

body recognised by the Homes and Communities Agency (which shall include any successor in title) as a registered provider of affordable housing in accordance with the provisions of the Housing and Regeneration Act 2008.

Residential Unit

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

Scheme Development Standard

"Scheme Development Standard" means dwellings constructed in accordance with the 2010 Editions of the Building Regulations Approved Documents including an element for provision of renewable energy and to a specification to be agreed between the RP and the Developer.

Shared Ownership Housing

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

- 2 X 3 Bedroom Houses

Transport Improvement Contribution

"Transport Improvement Contribution" means the sum of £7000 for the improvement to accessibility standard of two bus stops near to Main Street (A59) and the provision of two dropped kerb crossings

Interpretation

- 1.2 The headings in this Agreement do not and will not by implication form any part of this Agreement and shall have no legal force whatsoever
- 1.3 Unless the context requires otherwise reference to this Agreement to a clause schedule or paragraph are references respectively to a clause schedule of paragraph of this Agreement

- 1.4 Where any part to this Agreement comprises two or more persons any obligation on the part of that party contained or implied in this Agreement shall be deemed to be joint and several obligations on the part of these persons and references to that party shall include reference to each or any of those persons
- 1.5 A reference to any statute or statutory section shall be taken to include a reference to any statutory, amendment, modification or re-enactment of it for the time being in force
- 1.6 Words denoting the singular shall include the plural and vice versa words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa

2 Enforceability

- 2.1 This Agreement is a Planning Obligation with the intent to bind the Property and the Owner and Successors in Title to observe and perform the covenants herein
- 2.2 The obligations of this Agreement shall take effect on the implementation of the relevant part of the development pursuant to the Planning Permission
- 2.3 No persons shall be liable for a breach of covenant contained in this Agreement after he shall have parted with his interest in the Property or the part in respect of which such a breach occurs but without prejudice to liability for any existing breach of covenant prior to parting with such interest
- 2.4 This Agreement shall not be binding or enforceable against any mortgagee or chargee exercising a power of sale subject to the following:
Any Mortgagee or Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 2 months' prior notice to the Council of its intention to dispose and:
- (a) in the event that the Council responds within 1 month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Mortgagee or Chargee shall co-operate with such arrangements and use its best endeavours¹ to secure such transfer

- (b) if the Council does not serve its response to the notice served under paragraph 2.4.(a) within the 1 month then the Mortgagee or Chargee shall be entitled to dispose free of the restrictions at 1.7 to 1.8.3 of the Schedule 1
- (c) if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 2.4(a) secure such transfer then provided that the Mortgagee or Chargee shall have complied with its obligations under paragraph 2.4(a) the Mortgagee or Chargee shall be entitled to dispose free of the restrictions at 1.7 to 1.8.3 of Schedule 1.

PROVIDED THAT at all times the rights and obligations in this paragraph 2.4 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

2.5 The provisions of this Agreement are not intended to be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor or authority to the Council or the County Council or successors in the title to the Owner) pursuant to the Contract (Rights of Third Parties) Act 1999

3 Expiry Modification Variation or Amendments of Planning Permission

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

4 Registration

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

5 Service of Notices

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

6 Reasonableness

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

7 Covenants

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

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

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 or the County Council of any of its powers

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

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

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

8.6 Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in anyway arising



23306



Authorized Signatory

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

- 8.7 The Owner shall pay the Council's Legal Fees in relation to this Agreement on the date of this Agreement in the sum of £330 (three hundred and thirty pounds) and the County Council's legal fees in the sum of £250 (two hundred and fifty 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 4 Dwellings to be constructed on the Site pursuant to the Planning Permission shall be Affordable Housing Units
- 1.2 The Owner covenants with the Council that the Affordable Housing Units shall be made available as 4 Affordable Rented Housing units or Shared Ownership Housing units (or such other type or mix of tenure as the Council may approve in writing)
- 1.3 To construct the Affordable Housing in accordance with the approved planning permission and the Scheme Development Standards and to provide satisfactory evidence of the same to the Council
- 1.4 That not more than 25% of the Market Dwellings shall be occupied until the Owner has entered into a binding Contract with the Registered Provider for the transfer of the completed Affordable Housing Units and no more than 50% of the Market dwellings shall be occupied before the Affordable Housing Units are completed.

1.5 **Affordable Rent Housing Units**

- 1.5.1 that the Affordable Rent Units be available for rent
- 1.5.2 that on completion of the Affordable Rent Housing Units they will be allocated by 100% nomination arrangements or first let to approved persons nominated by the Council in accordance with the Council's allocations policy

- 1.5.3 that subsequent lets will be on a 50% nomination arrangement to approved persons by the Registered Provider
- 1.5.4 that rents to be charged on the Affordable Rents Housing Units will be in accordance with the Governments Guidance on Affordable rent as issued by the Homes and Communities Agency which governs the rents to be charged by all social landlords whether they be registered providers or local authorities
- 1.6 **Shared Ownership Affordable Housing Units**
 - 1.6.1 that on completion of the Affordable Housing Units (for Shared Ownership) or as soon as possible thereafter the Registered Provider shall dispose of the Affordable Units intended for Shared Ownership
 - (a) at Open Market Value on a Shared Ownership basis with the rental element being discounted by the Registered Provider
 - (b) to an Approved person who shall purchase the Affordable Housing Unit for occupation by the Approved person and in accordance with the requirements of this Agreement
 - (c) in consultation with the Council and having first obtained the Council's consent to the Disposal to the Approved person
 - 1.6.3 the approved person shall be allowed to purchase additional shares in increments of no less than 10% up to a maximum of 100% provided that at the point of purchase of each additional share they continue to occupy the Affordable Unit in compliance with the requirements of this Agreement
- 1.7 That each and every Affordable Housing Unit shall not be occupied or purchased by any person except an Approved Person who shall be approved in writing by the Council
- 1.8 Approved Persons for the purposes of the Affordable Housing Scheme and in order of priority are detailed below:
 - 1.8.1 First time buyers who can demonstrate a housing need for the type of an Affordable Housing Unit who are either:
 - a) currently living in the Parish of Gisburn for more than 10 years
 - b) currently living in the Parish of Gisburn and have done so continually for between 5 to 10 years

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

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

- a) currently living in the Parishes of Rimington, Sawley, Paythorne or Horton for more than 10 years or
- b) currently living in the Parishes of Rimington, Sawley, Paythorne or Horton and have done so continually for between 5 to 10 years or
- c) currently living in the Parishes of Rimington, Sawley, Paythorne or Horton and have done so continually for a minimum of 12 months
- d) currently permanently employed in the Parishes of Rimington, Sawley, Paythorne or Horton for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or
- e) Persons who at least one of the adult applicants have next of kin who have lived in the Parishes of Rimington, Sawley,

Paythorne or Horton continually for a minimum of five years.
Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependent children.

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

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

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

SCHEDULE 2
DRAFT PLANNING PERMISSION

RIBBLE VALLEY BOROUGH COUNCIL

Department of Development

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

Telephone: 01200 Fax: 01200 414488
425111

Planning Fax: 01200 414487

Town and Country Planning Act 1990

PLANNING PERMISSION

APPLICATION NO: 3/2013/0161

DECISION DATE:

DATE RECEIVED: 06/02/2013

APPLICANT:

Gisburn Park Estates Ltd
c/o Agent

AGENT:

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

DEVELOPMENT PROPOSED: Outline application for the erection of 7no. open market dwellings and 4no. social housing dwellings.

AT: Strawberry Fields Main Street Gisburn Lancashire BB7 4HN

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):

- DRAFT**
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 later of the following date:
(a) The expiration of 3 years from the date of this permission; or
(b) The expiration of 2 years from the final approval of the reserved matters, or in the case of approval on 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 to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy Regulation 22 Submission Draft – Post Submission Version (including Proposed Main Changes).

2. No development shall begin until detailed plans indicating the appearance and landscaping of the site including a contoured site plan showing existing features, the proposed slab floor levels and road levels (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: In order that the Local Planning Authority shall be satisfied as to the details and because the application was made for outline permission and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy Regulation 22 Submission Draft – Post Submission Version (including Proposed Main Changes).

3. In relation to the matters of access, layout and scale, the development shall be carried out in accordance with the amended plan received by the Local Planning Authority on 22 October 2013 (drawing no H1N/17bDwg03A) and in accordance with a design and access statement dated January 2013.

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

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

REASON: To protect the water environment from contamination and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy Regulation 22 Submission Draft – Post Submission Version (including Proposed Main Changes).

5. Prior to the commencement of development, a strategy outlining the general system of drainage for foul and surface water flows arising from the entire site shall be submitted to the Local Planning Authority and approved in writing. This strategy shall include details of any necessary infrastructure and the provision of any necessary surface water regulation system which restricts surface water run-off to existing rates. Thereafter the detailed schemes for foul and surface water drainage for any phase of the development shall be submitted for approval in accordance with the strategy for the entire site approved under this condition.

REASON: To secure proper drainage and to reduce the risk of flooding and pollution and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy Regulation 22 Submission Draft – Post Submission Version (including Proposed Main Changes).

6. Prior to the commencement of any phase of the development, details for surface water drainage and means of disposal for that phase should be submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt, no surface water shall discharge into the public foul or combined sewerage system, either directly or indirectly. The development shall be completed, maintained and managed in accordance with the approved details.

REASON: To secure proper drainage and to reduce the risk of flooding and pollution and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy Regulation 22 Submission Draft – Post Submission Version (including Proposed Main Changes).

7. Prior to the commencement of any phase of the development, details of the foul drainage system for that phase including any necessary infrastructure shall be submitted to and approved in writing by the Local Planning Authority. No dwellings shall be occupied for any phase until the approved foul drainage scheme for the phase has been completed in accordance with the approved details.

REASON: To secure proper drainage and to reduce the risk of flooding and pollution and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy Regulation 22 Submission Draft – Post Submission Version (including Proposed Main Changes).

8. Prior to the commencement of any site works, including delivery of building materials and excavations or foundations or services all trees within or adjoining the site that are to be retained shall be protected in accordance with the PS5837 2012 (trees in relation to construction) the details of which shall be submitted to and agreed in writing by 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 commenced.

DRAFT

APPLICATION NO. 3/2013/0161

DECISION DATE:

9. The development hereby permitted in outline shall not be commenced until details of the landscaping of the site, including details of the types and numbers of trees and shrubs, their distribution on site, those areas to be seeded, turfed, paved or hard landscaped, have been submitted and approved in writing by the Local Planning Authority. The scheme shall include a substantial area of planting adjoining the northern boundary of the application site.
10. Access to the adopted highway (Main Street, A59) is via the estate road within the adjoining housing development for which permission has been granted under reference 3/2012/0497/P. Construction of the 11 dwellings that are the subject of this application shall not be commenced until the estate road both within that adjoining site and within the application site has been constructed to at least base course level.
11. Prior to the commencement of construction works on site, facilities shall be provided within the site by which means the wheels of vehicles may be cleaned before leaving the site. The facilities shall remain in place and shall be used at all times during the construction of the development.
12. No development shall begin until the 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 the occupation of the development and thereafter retained in a condition commensurate with delivering the agreed level of energy generation.

APPLICATION NO. 3/2013/0161

DECISION DATE:

13. The dwellings hereby permitted in outline shall achieve a minimum Level of the Code for Sustainable Homes in force on the date of occupation. No dwellings shall be occupied until a final Code Certificate has been issued for it certifying that the appropriate code level has been achieved.

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

JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES

DRAFT

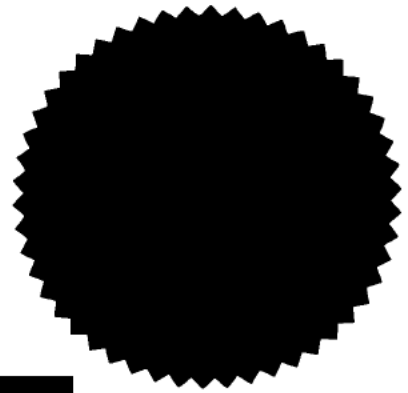
SCHEDULE 3

The Owner covenants with the County Council as follows:

1. On commencement of Development to pay to the County Council the Transport Improvement Contribution

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:**



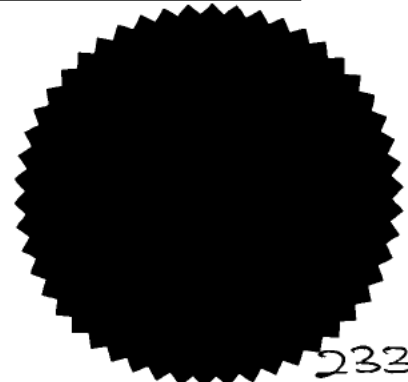
Mayor



**Chief
Executive**



**THE COMMON SEAL OF
LANCASHIRE COUNTY COUNCIL
Was hereunto affixed to this Deed
In the presence of**



Authorised Signatory

23306

**EXECUTED AND DELIVERED AS A DEED
BY GISBURN PARK ESTATES LTD
Acting by two Directors or one Director and
The Company Secretary**

Director



Director/Secretary



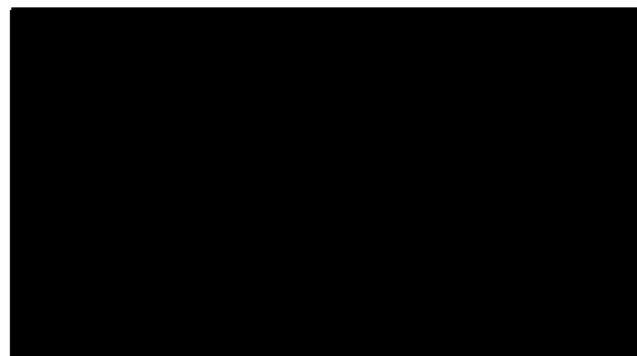
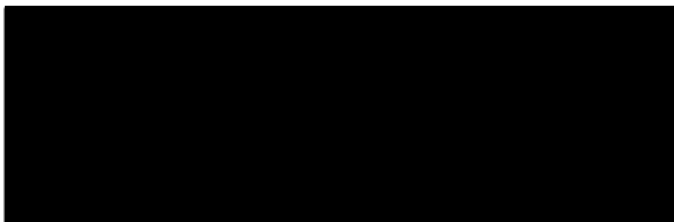
THE COMMON SEAL OF
NATIONAL WESTMINSTER BANK PLC

Was hereunto affixed to this Deed

in the presence of:-

Authorised Sealing Officer

Signed and Delivered as a Deed)
For and on behalf of)
National Westminster Bank Plc)
By a duly authorised Attorney)



Memorandum

It is hereby agreed between Ribble Valley Borough Council and Prospect (GB) Limited that Plots 27 and 28 Strawberry Fields Main Street Gisburn be substituted for Plots 1 and 6 as Plots required as 3 bedroom Affordable Rented Housing Units by reference to the Plans attached to the Section 106 Agreement dated 29 October 2013 and the Section 106 Agreement dated 7 May 2014 and as shown on the Plan attached hereto

Signed

On behalf of Ribble Valley Borough Council

Signed.....

On behalf of Prospect (GB) Limited

House Type Schedule				
Ref	House Type	Description	Sq M	Sq FT
RO	Rosebay	2 Bed Semi Detached	62.36	671
CO	Conrify	3 Bed Semi Detached	68.38	736
WO	Woodrush	3 Bed Semi Detached	73.72	793
LU	Lucerne	4 Bed Detached	113.68	1223
MA	Mallow	4 Bed Detached	118.00	1270
LA	Larkspur	4 Bed Detached	120.04	1292
PU	Purslane	4 Bed Detached	121.90	1312
Total:			3,333	35,881
				34

Note:
 * Plots 1-6 to be affordable RENTED units
 * Plots 7-9 and 25-28 to be affordable SHARED OWNERSHIP units

- Indicative Proposed Landscaping
- Trees to be retained
 - Trees to be removed
 - 1.5m high close boarded fence to comply to SBD
 - 1.8m high close boarded fence to comply to SBD
 - 1.2m high pier with dwarf wall and infill metal railings
 - 450x450mm Concrete Pavings
 - Tarmac driveways
 - Grass
 - Opposite Handing to planning drawings
 - Min 6m Rotary Driveway to comply with CSH 3
 - 220Ltr Water Butt with child resistant lid, plastic support, plinth top for draw off and overflow pipe to comply with CSH 3
 - 220Ltr Composting bin to comply with CSH 3
 - 4no Recycle bins to LIA recommendations with 1.5m turning circle, level access
 - Combined Cycle Storage and Garden Shed / Storage. To have 1 cycle space provision (2m x 0.75m) for 3 bedroom units, plus an additional 1sq m for garden tools

Hard landscaped Proposed 2m wide electric easement

BT Openreach have confirmed BT apparatus serving Hathergill being as shown

Proposed Combined Sewer Easement

Existing 2m wide electric easement

Existing BT easement

Plots 1 to 6 rear elevations to have stone mullion window/door surrounds

Plots 7 to 9 rear elevations to have stone mullion window/door surrounds

Existing low level stone wall to be repositioned to new back of footway



Unit 5 Meridian Business Park, Hansby Drive, Speke, Liverpool, L24 9LG Tel:0151 4485720 Fax: 0151 4485939

Revisions

Rev P - Revised and BC underpinned. CSH 3.1.17

Rev O - Road indicated off plots 1 and 2. CSH 2.12.15

Rev N - Handings to plots 7-9 revised. CSH 2.12.15

Rev M - Handings to plots 25-28 revised. CSH 23.05.16

Rev L - Affordable Housing units revised. CSH 15.04.15

Rev K - Boundary to rear of plots 25 revised.

Rev J - Plots 1-4, 15, 16 relocated. Front entrance boundary wall added. Double drive access to Lucerne house type. CSH 10.08.15

Rev I - Plot 34 moved away from the rear protection zone. CSH 10.08.15

Rev H - Plots Types Lucerne & Larkspur updated. CSH 15.04.15

Rev G - Plots Types size and location updated in error, with Plots commercial details. CSH 21.08.15

Rev F - Plots Types added, water diversion to plot 18 amended. CSH 30.05.15

Rev E - 18 tree removed. Additional easement added. CSH 15.04.15

Rev D - Sewer Easement to gate of plot 1 added. plots 10, 23 house type amended. CSH 14.04.15

Rev C - Plot numbers, plots 23 & 34 repositioned. CSH 30.03.15

Rev B -

Rev A -

prospect HOMES

STATUS

TITLE

Proposed Site Layout

Main Street

Giesburn

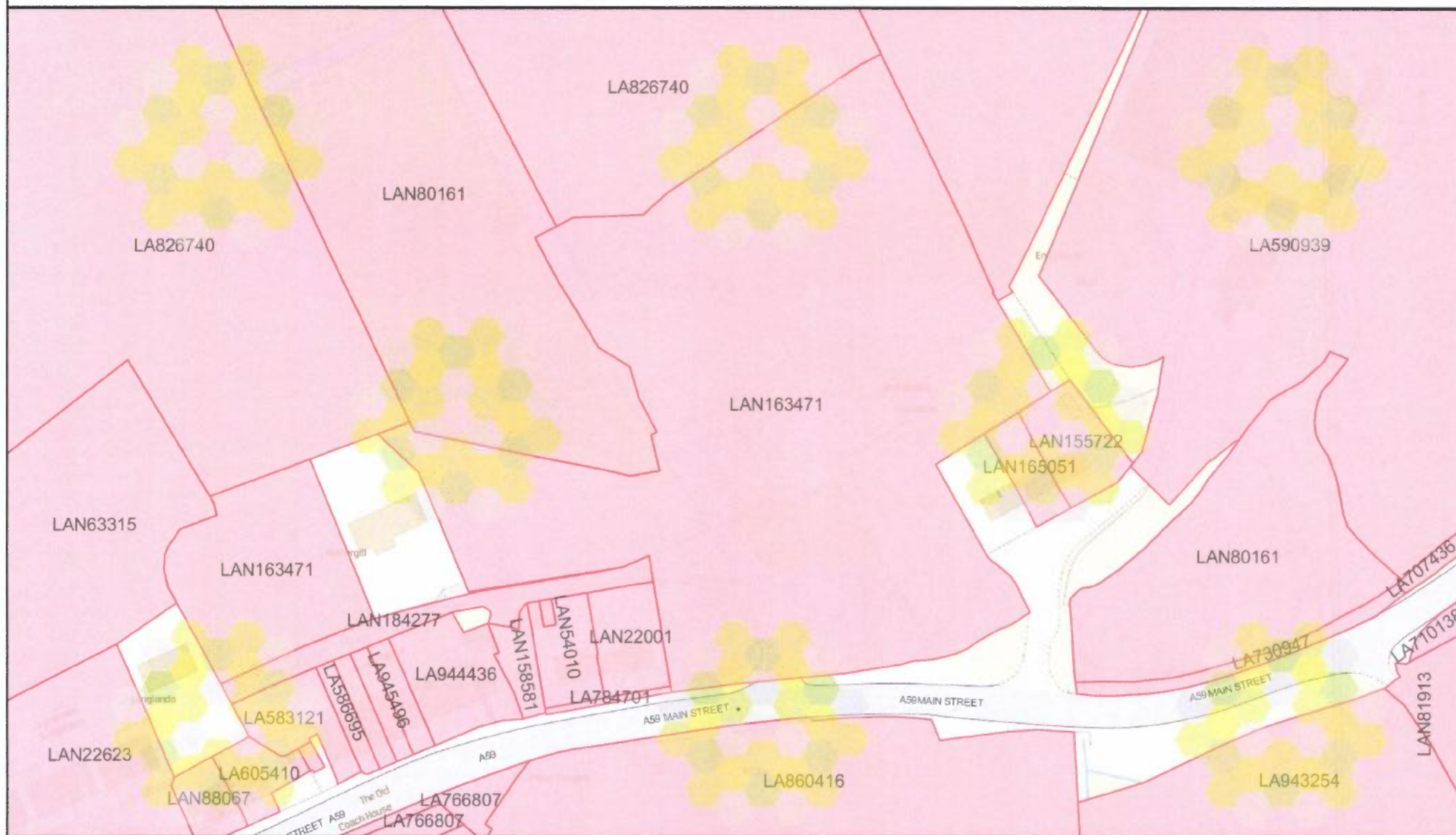
DRAWN BY	DB	SCALE(S)	1:500@A2
DATE	FEB'15	REVISION	P

DRAWING NUMBER

GISB01.100

Plots Criteria

- Code for Sustainable Homes 2016 Level 3
- Secure by Design Principles
- Building Regulations 2013 (New Parts L, J & F)



0 5 10 15 20 25 30 35 40 50m

Map scale 1:1250

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Data last updated 10:00pm 05 JANUARY, 2017