

DATED 9th October 2017

(1) RIBBLE VALLEY BOROUGH COUNCIL
(2) REILLY DEVELOPMENTS LIMITED

SECTION 106 AGREEMENT

Planning Obligation by Deed of Agreement under Section 106 of the
Town and Country Planning Act 1990 relating to the development of
land on the east side of Clitheroe Road, Barrow, Clitheroe



One St. James's Square
Manchester M2 6DN
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Tel: 0161 832 4666
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Ref: RMA

THIS AGREEMENT is made the 9th October 2017

BETWEEN:-

(1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, BB7 2RA ('the Council')

(2) **REILLY DEVELOPMENTS LIMITED** (Company Registration No: 03552933 England & Wales) of Highfield Court, Tollgate Changers Ford, Eastleigh, Hampshire SO53 3TY ('Owner')

RECITALS

A The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.

B The Owner is the freehold owner of that part of the Site.

C The Owner has submitted the Application to the Council and the Parties have agreed to enter into it in order to secure the planning obligations contained in it.

D The Application has been submitted to the Council for the Development and the Parties have agreed to enter into this deed in order to secure the planning obligations contained in this deed.

E The Council has agreed to grant the Planning Permission subject to the prior completion of this deed.

NOW THIS DEED WITNESSES as follows:

1 Definitions and interpretation

1.1 Definitions

For the purposes of this deed the following expressions shall have the following meanings:

1.1.1 'the 1990 Act' means the Town and Country Planning Act 1990,

1.1.2 'Affordable Housing' has the meaning given to it in Annex 2 of the NPPF,

1.1.3 'Affordable Housing Contribution' means a sum of £185,760 (one hundred and eighty five thousand seven hundred and sixty pounds) to facilitate the provision of off site affordable housing for the purpose of addressing housing needs in Barrow or elsewhere within the Council's area of the Borough as set out in the Council's Commuted Sum Policy.

1.1.4 'the Application' means the application for planning permission for the Development dated 28 June 2017 submitted to the Council and allocated reference number [3/2017/0603]

1.1.5 'Borough' means the Borough of Ribbles Valley.

1.1.6 'the Commencement of Development' means for the purposes of this deed only 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 pursuant to the planning permission other than (for the purposes of this deed and for no other purpose) operations consisting of site clearance, site preparation including earthworks, 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,

1.1.7 'the Date of Practical Completion' means the date of issue of a certificate of practical completion by the Owner's architect or, if the Development is constructed by a party other than the Owner, by that other party's architect,

1.1.8 'the Development' means the development of the Site pursuant to the Planning Permission,

1.1.9 'a Dwelling' means a dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and 'Dwellings' shall be construed accordingly,

1.1.10 'Interest' means interest at 1% above the base lending rate of The Royal Bank of Scotland plc from time to time,

1.1.11 'Occupation' means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, occupation for marketing or display or occupation in relation to security operations and 'Occupy' shall be construed accordingly.

1.1.12 "Open Space Contribution" means the sum of £4,425 (four thousand four hundred and twenty five pounds) to be used by the Council for open space and sports and recreational projects in the Barrow and Whalley area

1.1.13 that both parties to the transaction had acted knowledgeably prudently and without compulsion

1.1.14 "Party or Parties" means the parties to this Agreement

1.1.15 'the Plan' means the plan attached to this deed,

1.1.16 'the Planning Permission' means the planning permission issued by the Council.

1.1.17 'Practical Completion' means the issue of a certificate of practical completion by the Owner's architect or in the event that the

development is construed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect and 'Practically Completed' shall be construed accordingly.

1.1.18 'the Site' means the land against which this deed may be enforced shown edged red on the Plan and described in Schedule 1.

1.2 Interpretation

1.2.1 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.

1.2.2 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.

1.2.3 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 interchangeable in that manner.

1.2.4 Wherever an obligation falls 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.

1.2.5 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 that Act or deriving validity from it.

1.2.6 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 respective statutory functions.

1.2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of the agreement.

2 Legal basis

2.1 This planning obligation is made pursuant to the 1990 Act Section 106.

2.2 The terms of this deed create planning obligations binding on the Owner pursuant to Section 106 of the 1990 Act and are enforceable as such by the Council and the County Council as local planning authority.

3 Conditions, duration and enforcement

3.1 Conditions precedent

This deed is conditional upon:

3.1.1 the grant of the Planning Permission, and

3.1.2 the Commencement of Development

save for the provisions of clause 6, Provisions of Immediate Effect, which shall come into effect immediately upon completion of this deed.

3.2 Duration

3.2.1 This deed shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.

3.2.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

3.2.3 Nothing in this deed shall prevent compliance with any obligation pursuant to it before that obligation comes into effect under this clause 3, and no such early compliance shall amount to a waiver of the effect of this clause 3.

3.3 Other development

Nothing in this deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this deed.

4 Owner's covenants

4.1 The Owner covenants with the Council as set out in Schedule 3.

5 Planning authority covenants

5.1 The Council covenants with Owner as set out in Schedule 5.

6 Provisions of immediate effect

6.1 On completion of this deed the Owner shall pay to the Council the reasonable legal costs incurred in the negotiation, preparation and execution of this deed of no more than £ 381.30.

6.2 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

7 Notices

7.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.

7.2 The address for any notice or other written communication shall be within the United Kingdom.

7.3 A notice or communication shall be served or given:

7.3.1 on the Owner at there Company Registered Office

7.3.2 on the Council at Church Walk, Clitheroe, Lancashire BB7 2RA or such other address as shall be notified in writing to the Parties from time to time, marked for the attention the Housing Strategy Officer, and

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 legal effect

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 Undertaking.

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 the 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 the 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 agreement, any party (which for the purposes of this clause 9.5 shall include the Council) may serve written notice upon the

other parties requiring the dispute to be determined under this clause 9.5. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

9.5.1 For the purposes of this 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.

9.5.2 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 9.5.3.

9.5.3 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.

9.6 The Specialist is to act as an independent expert and:

9.6.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;

9.6.2 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;

9.6.3 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;

9.6.4 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;

9.6.5 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

9.6.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.

9.7 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.

9.8 This clause 9 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

10 Interest and VAT

10.1 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.

10.2 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 In the event that any of the Contributions shall not have been expended or contractually committed to be spent then on expiry of a five year period (to be calculated from the date that each instalment of the Contributions is paid to the Council) the Contributions or the balance thereof (if any) together with all Interest accrued upon such balance (if any) as may have arisen thereon shall be promptly repaid to the Owner identified in this document.

12 Exclusion of Liability

12.1 No planning obligations contained in this agreement shall be binding on the Owner of any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

IN WITNESS whereof the parties hereto have executed as a Deed and set their hands and/or seals the day and year first before written

SCHEDULE 1

The Owner's Title and Site Description

All that freehold land registered at HM Land Registry under title number LAN144787 known as land on the east side of Clitheroe Road, Barrow, Clitheroe, Lancashire and shown edged red on the Plan.

SCHEDULE 2

Draft Planning Permission

Town and Country Planning Act 1990
PLANNING PERMISSION

APPLICATION NO: 3/2017/0603

DECISION DATE: 

DATE RECEIVED: 28/06/2017

APPLICANT: Reilly Developments Ltd
C/o Agent
AGENT: Mr Joshua Hellawell
PWA Planning
2 Lockside Office Park
Preston
PR2 2YS

DEVELOPMENT Erection of nine dwellings and associated works.

PROPOSED:

AT: Land off Clitheroe Road Barrow Clitheroe Lancashire BB7 9AQ

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 not later than the expiration of three years beginning with the date of this permission.

Reason: Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990

2. Unless explicitly required by condition within this consent, the development hereby permitted shall be carried out in complete accordance with the proposals as detailed on drawings:

1152-PL-20 - Location Plan
1152-PL-21 - Existing Site Layout
1152-PL-22A - Proposed Site Layout
1152-PL-23A - House Type A Floor Plans
1152-PL-24A - House Type A Elevations
1152-PL-25A - House Type A (Plot 8) General Arrangement
1152-PL-26B - House Type B General Arrangement
1152-PL-27 - House Type C General Arrangement
1152-PL-28 - Garage General Arrangement
1152-PL-29 - Proposed Site Sections
1152-PL-30 - House Type B (Plot 7) General Arrangement

Reason: For the avoidance of doubt and to clarify which plans are relevant to the consent.

3. Precise specifications or samples of walling and roofing materials and details of any surface materials to be used including their colour and texture shall have been submitted to and approved by the Local Planning Authority before their use in the proposed works.

Reason: To ensure that the materials to be used are appropriate to the locality in accordance with Policy DMG1 of the Ribble Valley Core Strategy.

4. Notwithstanding the submitted details, no development, including any site preparation, demolition, scrub/hedgerow clearance or tree works/removal shall commence or be undertaken on site until details of the alignment, height and appearance of all boundary treatments, fencing, walling, retaining wall structures and gates to be erected within the development shall have been submitted to and approved by the Local Planning Authority. For the avoidance of doubt the submitted details shall include the precise nature and location for the provision of measures to maintain and enhance wildlife movement within and around the site by virtue of the inclusion of suitable sized gaps/corridors at ground level. The development shall be carried out in strict accordance with the approved details.

Reason: To comply with Key Statement EN4 and Policies DMG1, DME3 of the Ribble Valley Core Strategy, to ensure a satisfactory standard of appearance in the interests of the visual amenities of the area and to minimise the potential impacts of the development through the inclusion of measures to retain and enhance habitat connectivity for species of importance.

5. Notwithstanding the submitted details, no development, including any site preparation, demolition, scrub/hedgerow clearance or tree works/removal shall commence or be undertaken on site until a scheme for the hard and soft landscaping of the site shall be submitted to and approved in writing by the local planning authority. The scheme shall incorporate the recommendations of the Ecological Appraisal dated March 2016 and shall indicate, as appropriate, the types and numbers of trees and shrubs, their distribution on site, those areas to be seeded, turfed, paved or hard landscaped, including details of any changes of level or landform and the types and specifications of all retaining structures (where applicable).
- The approved soft landscaping scheme shall be implemented in the first planting season following occupation or use of the development unless otherwise required by the reports above, whether in whole or part and shall be maintained thereafter for a period of not less than 10 years to the satisfaction of the Local Planning Authority. This maintenance shall include the replacement of any tree or shrub which is removed, or dies, or is seriously damaged, or becomes seriously diseased, by a species of similar size to those originally planted.
- The hard landscaping shall be implemented in accordance with the approved details prior to the first occupation of the development and retained thereafter at all times.
- Reason: To ensure the proposal is satisfactorily landscaped and appropriate to the locality in accordance with Policies DMG1 and DME3 of the Ribble Valley Core Strategy.
6. For the full period of construction, facilities shall be available on site for the cleaning of the mud and stones being carried onto the highway. The roads adjacent to the site shall be mechanically swept as required during the full construction period.
- Reason: To prevent stones and mud being carried onto the public highway to the detriment of road safety.
7. Each dwelling shall incorporate provision to charge electric vehicles and a scheme to provide these facilities shall be submitted to the local planning authority for approval prior to any building work commencing on site. The development shall be carried out in strict accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.
- Reason: To ensure that provision is made for electric powered cars and to support sustainable methods of travel in accordance with Key Statement DM12 and Policy DMG3 of the Core Strategy.

8. The new estate road for the development shall be constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads to at least base course level up to the entrance of the site compound before any development takes place within the site and shall be further extended before any development commences fronting the new access road.

Reason: To ensure that satisfactory access is provided to the site before the development hereby permitted becomes operative.

9. No part of the development shall be commenced until the visibility splays measuring 2.4 metres by 60 metres in both directions to be provided, measured along the centre line of the proposed new road from the continuation of the nearer edge of the existing carriageway of Clitheroe Road, to the satisfaction of the Local Planning Authority.

The land within these splays shall be maintained thereafter, free from obstructions such as walls, fences, trees, hedges, shrubs, ground growth or other structures within the splays in excess of 1.0 metre in height above the height at the centre line of the adjacent carriageway.

Reason: To ensure adequate visibility at the street junction or site access in the interest of highway safety in accordance with Quality of Development Policy and Transport Policy in the Local Plan.

10. The parking and garaging and associated manoeuvring facilities shown on the plans hereby approved shall be surfaced or paved, drained and marked out and made available in accordance with the approved plan prior to the occupation of any of the buildings; such parking facilities shall thereafter be permanently retained for that purpose (notwithstanding the Town and Country Planning (General Permitted Development) Order 2015).
- Reason: In the interests of visual amenity and to facilitate adequate vehicle parking and turning facilities to serve the site in accordance with Policy DMG1 of the Ribble Valley Core Strategy.

11. No part of the development hereby approved shall commence until a scheme for the construction of the site access and the off-site works of highway improvement has been submitted to, and approved by, the Local Planning Authority in consultation with the Highway Authority as part of a section 278 agreement, under the Highways Act 1980. For the avoidance of doubt the legal agreement shall provide for a review and upgrading of street lighting levels in the vicinity of the new junction, the formation of the new junction and the construction of a 2m footway along the full extent of the site frontage onto Clitheroe Road.

Reasons: In order to satisfy the Local Planning Authority and Highway Authority that the final details of the highway scheme/works are acceptable before work commences on site and to enable all construction traffic to enter and leave the premises in a safe manner without causing a hazard to other road users.

12. Prior to the start of the development, a joint survey shall be carried out between the developer and the planning authority (in conjunction with the highway authority) to determine the condition of Clitheroe Road. A similar survey shall be carried out every six months and the final inspection within one month of the completion of the last house, and the developer shall make good any damage to Clitheroe Road to return it to the pre-construction situation as required.

Reason: To maintain the construction of Clitheroe Road in the interest of highway safety.

13. Unless otherwise agreed in writing by the Local Planning Authority, no building or engineering operations within the site or deliveries to and from the site shall take place other than between 07:30 hours and 18:00 hours Monday to Friday and between 08:30 hours and 14:00 hours on Saturdays, and not at all on Sundays or Bank Holidays.

Reason: In order to protect the amenities of existing residents in accordance with Policy DMG1 of the Ribble Valley Core Strategy.

14. Prior to the commencement of the development details of the design and position of the external meter boxes shall be submitted to and agreed in writing by the Local Planning Authority. For the avoidance of doubt the details shall indicate that no meter boxes will be located on the primary elevations of the proposed dwellings or on locations that are afforded a high level of visibility upon the streetscene. The development shall be carried out in strict accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: In order that the Local Planning Authority may ensure that the detailed design of the proposal is appropriate to the locality and results in acceptable standard of appearance in accordance with Policy DMG1 of the Ribble Valley Core Strategy.

15. No development approved by this permission shall commence until a Construction Method Statement/Management Plan has been submitted to and approved in writing by the Local Planning Authority. The approved Statement/Management Plan shall be adhered to throughout the construction period and shall provide for:
- i) the routing of construction and delivery vehicles including periods when plant and materials trips should not be made to and from the site (mainly peak hours but the developer to identify times when trips of this nature should not be made)
 - ii) parking of vehicles of site operatives and visitors within the site;
 - iii) loading and unloading of plant and materials;
 - iv) storage of plant and materials used in constructing the development;
 - v) erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
 - vi) measures to ensure that construction and delivery vehicles do not impede access to adjoining properties;
 - vii) a management plan to control the emission of dust and dirt during construction identifying suitable mitigation measures including measures to prevent pollution of habitats adjacent to development areas;
 - viii) a scheme for recycling/disposing of waste resulting from construction works (there shall be no burning on site);
 - ix) A scheme to control noise during the construction phase;
 - x) details of lighting to be used during the construction period which should be directional and screened wherever possible;
 - xi) Details of hours of working including delivery times for construction materials;
 - xii) Pollution prevention measures to be adopted throughout the construction process to ensure watercourses on and adjacent to the works are adequately protected; and
 - xiii) Contact details of the site manager.
- Reason: In the interests of protecting the residential amenities of the locality and highway safety and to comply with Policy DMG1 of the Core Strategy.

16. No development shall commence until final details of the design, based on sustainable drainage principles, and implementation of an appropriate surface water sustainable drainage scheme have been submitted to and approved in writing by the local planning authority.

a) Information about the lifetime of the development design storm period and intensity (1 in 30 & 1 in 100 year +30% allowance for climate change), discharge rates and volumes (both pre and post development), temporary storage facilities, means of access for maintenance and easements where applicable, the methods employed to delay and control surface water discharged from the site, and the measures taken to prevent flooding and pollution of the receiving groundwater and/or surface waters, including watercourses, and details of floor levels in AOD;

b) The drainage scheme should demonstrate that the surface water run-off must not exceed 3 litres per second. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

c) Any works required off-site to ensure adequate discharge of surface water without causing flooding or pollution (which should include refurbishment of existing culverts and headwalls or removal of unused culverts where relevant);

d) Flood water exceedance routes, both on and off site;

e) A timetable for implementation, including phasing where applicable;

f) Evidence of an assessment of the site conditions to include site investigation and test results to confirm infiltration rates;

g) Details of water quality controls, where applicable.

The scheme shall be fully implemented and subsequently maintained, 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 flooding by ensuring the satisfactory storage of/disposal of surface water from the site; to reduce the risk of flooding to the proposed development, elsewhere and to future users; and to ensure that water quality is not detrimentally impacted by the development proposal.

17. No development shall commence until details of an appropriate management and maintenance plan for the sustainable drainage system for the lifetime of the development have been submitted which, as a minimum, shall include:

- a) the arrangements for adoption by an appropriate public body or statutory undertaker, management and maintenance by a Residents' Management Company
- b) arrangements concerning appropriate funding mechanisms for its on-going maintenance of all elements of the sustainable drainage system (including mechanical components) and will include elements such as:
 - i. on-going inspections relating to performance and asset condition assessments
 - ii. operation costs for regular maintenance, remedial works and irregular maintenance caused by less sustainable limited life assets or any other arrangements to secure the operation of the surface water drainage scheme throughout its lifetime;
- c) Means of access for maintenance and easements where applicable.

The plan shall be implemented in accordance with the approved details prior to first occupation of any of the approved dwellings, or completion of the development, whichever is the sooner. Thereafter the sustainable drainage system shall be managed and maintained in accordance with the approved details.

Reasons: To ensure that appropriate and sufficient funding and maintenance mechanisms are put in place for the lifetime of the development; to reduce the flood risk to the development as a result of inadequate maintenance; to identify the responsible organisation/body/company/undertaker for the sustainable drainage system.

18. Foul and surface water shall be drained on separate systems.

Reason: To secure proper drainage and to manage the risk of flooding and pollution.

19. The drainage for the development hereby approved, shall be carried out in accordance with principles set out in the submitted Drainage Strategy (Ref No. P5142 Rev 002, Dated 04/04/16). No surface water will be permitted to drain directly or indirectly into the public sewer. Any variation to the discharge of foul shall be agreed in writing by the Local Planning Authority prior to the commencement of the development. The development shall be completed in accordance with the approved details.
- Reason: To ensure a satisfactory form of development and to prevent an undue increase in surface water run-off and to reduce the risk of flooding.

20. Notwithstanding the provisions of Classes A to H of Part 1 of the Town and Country Planning (General Permitted Development) Order 2015, or any Order revoking and re-enacting that Order, the dwellings hereby permitted shall not be altered or extended and no buildings or structures shall be erected within the curtilage of the new dwellings unless planning permission has first been granted by the Local Planning Authority.

Reason: To enable the Local Planning Authority to exercise control over development which could materially harm the character and visual amenities of the development and locality in accordance with Policies DMG1 and DME2 of the Ribble Valley Core Strategy.

21. Notwithstanding the submitted details, no development, including any site preparation, demolition, scrub/hedgerow clearance or tree works/removal shall commence or be undertaken on site until an arboricultural method statement and tree protection plan has been submitted to and approved in writing by the Local Planning Authority. This must provide for the protection of tree nos. T1-T4, T6-T8, T11, T13-T14, T16-T21, T23-T25, T28, G1-G4 and H2 as identified in the Arboricultural Impact Assessment dated 18 April 2016. Thereafter the development shall be implemented wholly in accordance with the approved details unless otherwise and firstly approved in writing by the Local Planning Authority.

Prior to commencement of any site works including delivery of building materials and excavations for foundations or services all trees to be retained shall be protected in accordance with the BS5837:2012 [Trees in Relation to Demolition, Design & Construction]. If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority.

Reason: To protect trees and hedges on and adjacent to the site and to ensure the proposal is satisfactorily landscaped and appropriate to the locality in accordance with Policies DME1 and DME3 of the Ribble Valley Core Strategy.

22. The development shall be carried out in STRICT accordance with the recommendations outlined in Section 5 of the submitted Ecological Appraisal dated March 2016. If no works are undertaken on site within 12 months of this decision a further ecological survey shall be carried out and a report submitted to and approved in writing by the Local Planning Authority. The actions, methods & timings included in the mitigation measures identified shall be fully implemented.

Reason: To minimise the impact on ecology in accordance with Policies DMG1 and DME3 of the Core Strategy.

23. Notwithstanding the submitted details, no development, including any site preparation, demolition, scrub/hedgerow clearance or tree works/removal shall commence or be undertaken on site until details of the provisions to be made for building dependent species of conservation concern, artificial bird nesting boxes and artificial bat roosting sites have been submitted to, and approved in writing by the Local Planning Authority.
- For the avoidance of doubt the details shall be submitted on a dwelling/building dependent bird/bat species site plan and include details of plot numbers and the numbers of artificial bird nesting boxes and artificial bat roosting site per individual building/dwelling and type. The details shall also identify the actual wall and roof elevations into which the above provisions shall be incorporated.
- The artificial bird/bat boxes shall be incorporated into those individual dwellings during the construction of those individual dwellings identified on the submitted plan and be made available for use before each such dwelling is occupied and thereafter retained. The development shall be carried out in strict accordance with the approved details.
- Reason: In the interests of biodiversity and to enhance nesting/roosting opportunities for species of conservation concern and protected species in accordance with Section 9 of the NPPF, and Key Statement EN4 and Policies DMG1 and DME3 of the Ribble Valley Core Strategy.

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 comply with the approved planning application.
3. The Local Planning Authority operates a pre-planning 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.
4. The grant of planning permission does not entitle a developer to obstruct a right of way and any proposed stopping-up or diversion of a right of way should be the subject of an Order under the appropriate act.
5. This permission shall be read in accordance with the Section 106 Agreement dated
6. Sustainable drainage systems under the adoptable highway will only be considered acceptable where they are adopted by United Utilities or they only retain highway surface water. The applicant is also advised that the adoptable highway surface water drainage system must not be used for the attenuation of any flood waters from the adoptable United Utility surface water system or any private surface water drainage system etc.

The applicant is advised to begin early discussions between the section 38 officers at Lancashire County Council, the Lead Local Flood Authority at Lancashire County Council and United Utilities

as advised in the Department of Transport Advice Note "Highway Adoptions" "The adoption of roads into the public highway (1980 Highways Act)", published in April 2017.

JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES

SCHEDULE 3

The Owner Covenants with the Council

The Owner hereby covenant and undertake to the Council and the County Council that in the event of the Planning Permission being granted and upon Commencement of Development it will comply with the following obligations:

- 1 Progress of development
- The Owner shall:

- 1.1 give written notice to the Council (via the Nominated Officer) within 15 Working Days of the Commencement of Development
- 1.2 give written notice to the Council (via the Nominated Officer) within 15 Working Days of the Occupation of more than 50% of the Dwellings on the Site.

- 2 Affordable Housing Contribution Calculation
- 2.1 pay the Affordable Housing Contribution to the Council within 15 Working Days of legal completion of the sale of 50% of the Dwellings constructed on the Site,

- 3 Open Space Contribution
- 3.1 pay the Open Space Contribution to the Council within 15 Working Days of legal completion of the sale of 50% of the Dwellings constructed on the Site,

SCHEDULE 4

Council's Covenants with the Owner

The Council hereby covenants with the Owner in the following terms:

General

1. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree in writing.

2. The Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed within 20 Working Days of receipt of such request.

3. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

Repayment of contributions

4. The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended or committed for expenditure in accordance with the provisions of this deed within five years of the date of receipt by the Council of the final instalment of such payment together with all interest accrued thereon from the date of payment to the date of refund.



0 20m 40m 60m
1:1250@A3 1152-PL-20

Clitheroe Road, Barrow Location Plan



The Studio 29 Bent Lane Leyland Preston PR25 4HP
TD 01772 467404 E Mail info@pwlarchitecture.com





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PL 11

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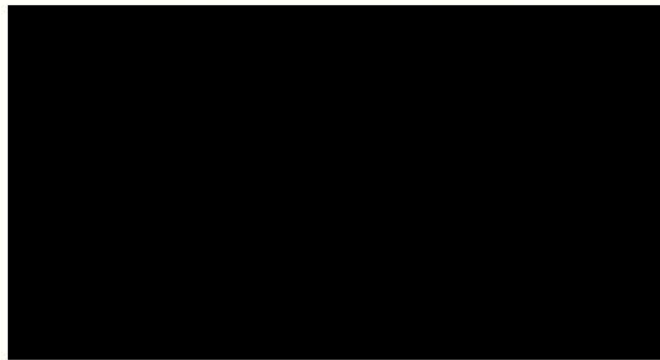
RIBBLE VALLEY BOROUGH COUNCIL

was hereunto affixed to this Deed

in

Ma

Ch



EXECUTED as a DEED by

REILLY DEVELOPMENTS LIMITED

by two Directors or one Director

and the Company Secretary



