

DATED

30th May

2018

LANCASHIRE COUNTY COUNCIL

- and -

RIBBLE VALLEY BOROUGH COUNCIL

- and -

VICKY ANNE CAWThERLEY AND SUSAN WELLS

- and -

THE STRATEGIC LAND GROUP LIMITED

SECTION 106 AGREEMENT
TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO LAND KNOWN AS
LAND AT HENTHORN ROAD, CLITHEROE

THIS AGREEMENT AND DEED is made the 30th day of May 2018

BETWEEN

1. **LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter called "the **County Council**")
and
2. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the **Council**")
and
3. **VICKY ANNE CAWThERLEY** of 6 Derwent Crescent, Clitheroe, BB7 2PW and **SUSAN WELLS** of 9 Balmoral Avenue, Clitheroe BB7 2QH (herein after called "the **Owner**") and
4. **THE STRATEGIC LAND GROUP LIMITED** (Co. Regn.No. 06732112) of Boswell House, 3 King Street, Salford M3 7DG (the "**Developer**")

WHEREAS

- (1) The Owner is the freehold owner of land at Henthorn Road, Clitheroe the title of which land is registered at HM Land Registry under title number LA808059 which land is shown edged red on the Plan attached hereto ("the **Property**")
- (2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Property is situated and by whom the obligations contain in this Deed are enforceable
- (3) The County Council is the County Planning Authority and the local highway authority for the area in which the Property is situated by whom the obligations in Schedule 1 are enforceable
- (4) The County Council is the County Planning Authority and education authority for the area within which the Property is situated by whom the obligations

contained in Schedule 3 are enforceable

- 5) The Developer has an interest in the Property by virtue of an Option Agreement dated 27 January 2014 and on the 27 June 2017 applied to the Council for planning permission for a residential development including the erection of 24 residential units, access arrangements and associated infrastructure on the Property as detailed in the plans and particulars deposited with Council under reference 3/2017/0433.
- (6) The Council resolved on the 30 November 2017 that the application be approved by it under the Act of 1990 (as amended) subject to the Owner entering into this Planning Obligation Deed in accordance with Section 106 of the Town and Country Planning Act 1990 ("the **1990 Act**")

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

In this Deed unless the context otherwise requires:

Affordable Housing

"Affordable Housing" has the meaning given to it in Annex 2 of the NPPF.

Affordable Housing Provider

"Affordable Housing Provider" means a registered provider of social housing as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Acts) and registered with Homes England or any company or other body approved by Homes England for receipt of social housing grant.

Affordable Housing Scheme

"Affordable Housing Scheme" means the scheme for the provision of the Affordable Housing Units to be submitted to and approved by the Council pursuant to paragraph 1.2 of Schedule 2.

Affordable Rent

"Affordable Rent" means such rent (inclusive of service charges where applicable) as is set by the Affordable Housing Provider in line with such standard recommendations and guidelines as may from time to time be published by the Regulator in relation to affordable costs being at the date hereof an initial maximum rental level of a maximum of the Local Housing Allowance rate calculated by the Department of Work and Pensions.

Affordable Rented Housing

"Affordable Rented Housing " means the Residential Unit constructed pursuant to the Planning Permission and transferred to a Affordable Housing Provider for allocation as affordable rented housing where the lettings shall be made under a form of tenancy prescribed by Homes England and at a rent equal to or less than the prevailing affordable rent (inclusive of applicable service charges) permitted by Homes England 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 not more than 50% of the Affordable Housing Units.

Affordable Housing Units

"Affordable Housing Units" means those Dwellings which are to be provided as Affordable Housing which shall be 30% of the total number of Dwellings to be provided on the Site (such number to be rounded up or down to the nearest whole number) and which units shall constitute 50% Affordable Home Ownership and 50% Affordable Rented Housing and "Affordable Housing Unit" shall be construed accordingly.

Affordable Ownership Housing

"Affordable Ownership Housing" means shared ownership housing where an occupier may acquire an interest in an Affordable Housing Unit of between 25% and 80% and may be up to 100% ownership of the Open Market Value of the Dwelling at his or her election.

Application

“Application” means the application for Planning Permission submitted to the Council reference number 3/2017/0433 for residential development including residential use and associated amenities on the Property.

Bungalow

“Bungalow” means a unit of accommodation that provides a principle bedroom and bathroom at ground floor, in addition to and without compromising kitchen/dining and living room provision, all of which shall be designed to meet national space standards. All internal and external arrangements of the unit of accommodation / dwelling shall also accord with specifications and requirements of category 2 housing as defined in M4(2) of Approved Document M (volume 1 2015) of The Building regulations 2010 (or any subsequent revisions). For the avoidance of doubt the ground floor accommodation shall possess the ability to be habitable without necessitating the need for access to upper floor accommodation by the user.

Bungalow (Over 55 Occupation only)

A unit of accommodation/dwelling that shall not be occupied by a person under the age of 55 years except that in circumstances of a married couple or civil partnership at least one person in the married couple or civil partnership is not less than 55 years of age.

The unit of accommodation/dwelling shall provide a principle bedroom and bathroom at ground floor, in addition to and without compromising kitchen/dining and living room provision , all of which shall be designed to meet national space standards. The internal and external arrangements of the unit of accommodation shall accord with the specifications and requirements of category 2 housing as defined in M4(2) of Approved Document M (volume 1 2015) of The Building Regulations 2010 (or any subsequent revisions).

For the avoidance of doubt the ground floor accommodation shall possess the ability to be habitable without necessitating the need for access to upper floor accommodation by the user.

BCIS All-in Tender Price Index

“BCIS All-in Tender Price Index” means the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same) for the quarter in which the contribution (or any part of it) is paid.

Commencement of Development

“Commencement of Development” means the carrying out as part of the Development of a material operation (within the meaning ascribed in Section 56 of the Act) other than an operation in connection with:

- (a) site clearance;
- (b) demolition;
- (c) archaeological investigation;
- (d) advanced habitat creation;
- (e) investigation for the purposes of assessing contamination and minor or temporary general maintenance works or works of repair;
- (f) remedial action in respect of contamination;
- (g) diversion and provision of services and drainage;
- (h) the erection of means of enclosure for the purpose of site security and/or the display of advertisements;
- (i) tree works;
- (j) construction of temporary access.

Contractual Commitment

“Contractual Commitment” means a legally binding obligation under which the Council or County Council (as the case may be) is or will at some future date be obliged to expend money from a Commuted Sum.

Contribution

“Contribution” means all or any of the Education Contribution, the Highway Contribution and the Off Site Leisure Contribution.

Development

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

Discount Sale Unit

“Discount Sale Unit” means a dwelling sold at a maximum sale price of 70% of Open Market Value

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.

Dwelling

“Dwelling” means a dwelling (including a house, bungalow, flat or maisonette) which is to be constructed as part of the Development pursuant to the Planning Permission.

Education Acts

“Education Acts” has the meaning given in section 578 of the Education Act 1996

Education Contribution

“Education Contribution” means the Secondary Education Contribution as determined under this Agreement.

Education Indexation

“Education Indexation” means the recalculation of a financial contribution to be made under this Deed applying the following formula:

$$\begin{array}{l} \text{Education Contribution} \end{array} \times \begin{array}{l} \text{BCIS All in Tender} \\ \text{Price Index for the} \\ \text{period immediately} \\ \text{prior to the date of} \\ \text{payment under the} \\ \text{S106 agreement} \end{array} \div \begin{array}{l} \text{BCIS All in Tender} \\ \text{Price Index for the} \\ \text{period last published} \\ \text{before the date of} \\ \text{agreement} \end{array}$$

Homes England

"Homes England" means Homes England or any successor government agency that funds and is responsible for the delivery of new Affordable Housing and the regulation of the Affordable Housing Providers in England.

Highway Contribution

"Highway Contribution" means a sum of £10,000 payable in accordance with the provisions of this deed towards infrastructure improvements on Edisford Road comprising a crossing point and pedestrian refuge/traffic calming measures.

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.

Local Housing Allowance

"Local Housing Allowance" means the maximum housing benefit amount that can be paid and maximum rent that can be charged. The Local Housing Allowance is set by the Department of Work and Pensions for the East Lancashire area

Market Dwelling

"Market Dwelling" means those Dwellings which comprise general market housing for sale on the open market and which are not Affordable Housing.

Market Rent

“Market Rent” means the estimated amount for which a Dwelling should lease (let) on the open market on the date of valuation between a willing lessor and a willing lessee, in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion and assuming that any restrictions imposed on the Dwelling by reason of this Deed are disregarded on appropriate lease terms.

Mortgagee

“Mortgagee” means any mortgagee or charge of the Affordable Housing Provider or any administrator, fixed charge receiver (including an administrative receiver appointed pursuant to the Law of Property Act 1925) administrative receiver or any other person appointed under any security documentation to enable such mortgagee to realise its security or their successors in title or persons deriving title therefrom exercising a power of sale in respect of the Affordable Housing Units.

Nominated Officer

“Nominated Officer” means the Council’s Housing Strategy Officer.

NPPF

“NPPF” means the Department for Communities and Local Government document entitled “National Planning Policy Framework” (March 2012) or any replacement or modification thereof in force from time to time.

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.

Occupation and Occupied

“Occupation” and “Occupied” 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.

Off Site Leisure Contribution

“Off Site Leisure Contribution” means a sum payable for Off Site Leisure facilities in Clitheroe calculated at reserved matters by reference to the number of bedrooms of a Dwelling

Open Market Value

“Open Market Value” means the estimated amount for which a Dwelling should sell on the open market for cash consideration on the date of valuation assuming:-

- a willing buyer and a willing seller in an arm’s length transaction
- that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Dwelling and the state of the market) for the proper marketing of the Dwelling for the agreement of price and terms and for the completion of the same;
- that the state of the market level of values and other circumstances were on any other earlier assumed date of exchange of contracts the same as on the date of valuation;
- that no account is taken of any additional bid by a purchaser with a special interest; and
- that each party had acted knowledgeably prudently and without compulsion

Over 55 Accommodation

For the purposes of this agreement the definition of over 55’s Housing provision is as follows:

A unit of accommodation/dwelling that shall not be occupied by a person under the age of 55 years except that in circumstances of a married couple or

civil partnership at least one person in the married couple or civil partnership is not less than 55 years of age.

The internal arrangements of the unit of accommodation/dwelling shall accord with the specifications and requirements of category 2 housing as defined in M4(2) of Approved Document M (volume 1 2015) of The Building regulations 2010 (or any subsequent revisions).

Plan

“Plan” means the Property location plan annexed hereto.

Planning Permission

“Planning Permission” means the Planning Permission to be granted pursuant to the Application, a draft of which is set out in Schedule 7.

Practical Completion

“Practical Completion” means the issue of a certificate of practical completion by the Owner’s architect or in the event that the Development is constructed by a party other than the Owners the issue of a certificate of practical completion by that other party’s architect and “Practically Completed” shall be construed accordingly.

Priority Order

“Priority Order” means the following cascading order of persons to whom an Affordable Housing Unit must be offered in accordance with paragraph 1.10 of Schedule 2:

- In the first instance where at least one ordinarily resident member of a household is a person who in the reasonable opinion of the Affordable Housing Provider is in housing need and who:
 - i. were born in the Borough of Ribble Valley;
 - ii. currently live within the Borough of Ribble Valley and have done so for at least the past 12 months (proof of residence for the relevant period must be provided in the form of the electoral roll or

(if such persons are not on the electoral roll) utility and council tax bills);

- iii. used to live in the Borough of Ribble Valley for not less than three years but was forced to move away because of the lack of Affordable Housing;
- iv. currently work in the Borough of Ribble Valley and have done so for at least the past 12 months for more than 18 hours per week;
- v. currently has a close family member (mother, father, brother, sister, son, daughter) living in the Borough of Ribble Valley and who have done so for not less than three years.
- vi. is the wife, husband or civil partner (as defined in the Civil Partnership Act 2004) or is the resident dependent (such as a child) of such a person specified in (i) to (vi) above.

Pupils Expected to be Resident

"Pupils Expected to be Resident" means the sum of the number of Dwellings less elderly person units with a given number of bedrooms x corresponding Pupil Yield Figure for secondary education (rounded to the nearest whole number)

Pupil Places Required

"Pupil Places Required" means the number of secondary Pupils Expected to be Resident in the Development less any Spare Places expected to be available to cater for the Development

Pupil Yield Figure

"Pupil Yield Figure" means

	Total Number of Bedrooms in Dwelling – Pupil Yield per Dwelling				
	One	two	three	Four	five

	Total Number of Bedrooms in Dwelling – Pupil Yield per Dwelling				
Secondary	0	0.03	0.09	0.15	0.23

Reserved Matters Consent

Means any reserved matters approval granted pursuant to the Planning Permission and in relation to any part of the Property which permits residential development and specifies the number of Residential Units and number of bedrooms permitted on that part of the Property

Secondary Cost Per Place

“Secondary Cost Per Place” means $\text{£}18,469 \times 0.97 \times (287/240) = \text{£}21,423.27$

Secondary Education Contribution

“Secondary Education Contribution” means the sum equating to the number of secondary Pupil Places Required x Secondary Cost Per Place to be paid to the County Council in accordance with the terms of this Deed for the provision of additional Secondary school places at St Augustine's Roman Catholic High School or any subsequent name or designation by which it is known;

Spare Places

The number of secondary places expected to be available to meet the needs of the Development calculated in accordance with the principles set out in Schedule 3 hereto

Interpretation

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

- 1.3. Where any part to this Deed comprises two or more persons any obligation on the part of that party contained or implied in this Deed 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
- 1.4. 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
- 1.5. 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 Deed is a planning obligation with the intent to bind the Property and the Owners and successors in title to observe and perform the covenants herein
- 2.2 The obligations of this Deed are conditional on the grant of the Planning Permission and the Commencement of the Development by 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 Deed after he shall have parted with his interest in the Property or the part in respect of which any liability has arisen which is the subject of a breach but without prejudice to liability for any existing breach of covenant prior to parting with such interest. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Property in any transfer of the Property will constitute an interest for the purposes of this clause 2.3.
- 2.4 This Deed shall not be binding or enforceable against any mortgagee or chargee exercising a power of sale but shall be binding on a purchaser from a mortgage in possession and for the avoidance of doubt, any legal charge taken over the Property in the future shall take effect subject to this deed PROVIDED THAT any new mortgagee shall have no liability under this deed

unless it becomes a mortgagee in possession in which case it too will be bound by the planning obligations in this Deed as if it were a person deriving title from the Owner

- 2.5 The provisions of this Deed 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 Owners) pursuant to the Contract (Rights of Third Parties) Act 1999
- 2.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a Planning Permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 2.7 The Developer consents to this Deed being entered into with the intention that its interest in the Property will be bound by the terms of this Deed provided always that such consent is given on the basis that the Developer will not incur any liability for any breach of the obligations contained in this Deed unless and until it becomes the freehold owner of the Property (or any part thereof) or obtains a long leasehold interest in the Property (or any part thereof).

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 Deed shall forthwith determine and cease to have effect
- 3.2 Nothing in this Deed 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 Deed and this Deed shall not apply to development carried out under any planning permission other than the Planning Permission

4 Registration

This Deed 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 Deed 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 Deed the same shall not be unreasonably withheld or delayed

7 Covenants

- 7.1 The Owners hereby covenant with the Council to perform the obligations as specified in paragraphs 1 and 2 of Schedule 1 and Schedule 2
- 7.2 The Owners hereby covenant with the County Council to perform the obligations as specified in Schedule 1 and Schedule 3
- 7.3 The Council covenants with the Owners in the terms set out in Schedule 4
- 7.4 The County Council covenants with the Owners in the terms set out in Schedule 6

8 Miscellaneous

- 8.1 Nothing in this Deed shall affect, bind or be enforceable against any individual person in respect of any completed Dwelling and its curtilage acquired or leased by them for residential occupation on the Property.

- 8.2 Nothing in this Deed is intended to restrict the exercise by the Council or County Council of any of their powers, statutory rights, discretions and responsibilities
- 8.3 If any provision in this Deed 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 Deed is a Deed and is enforceable by the Council and the County Council in relation to the obligations respectively entered into with each of them.
- 8.5 The Council and the County Council will upon written request of the Owners at any time after the obligations of the Owners under this Deed have been fulfilled (and subject to the payment of the Council and County Council's reasonable and proper costs and charges) 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 out or connected with this Deed shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or in default of the parties' agreement the arbitrator shall 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 Developer shall pay the Council's legal fees incurred in relation to this Deed the sum of £512.20 (five hundred and fifteen pounds twenty pence) and the County Council's legal fees of £300 (three hundred pounds).
- 8.8 Any Contribution under this Deed shall be subject to Education Indexation.
- 8.9 This Deed and any dispute or claim arising out of in in connection with it or its

subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9 Affordable Housing Mortgagee Protection

9.1 In respect only of the Affordable Housing provided pursuant to this Deed nothing contained within this Deed shall bind any Mortgagee exercising a power of sale in respect of the Affordable Housing Units provided that:

- a.) It shall have given not less than two (2) months' prior written notice to the Council of its intention to exercise such power of sale;
- b.) If the Council responds within one (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 the Mortgagee shall co-operate with such arrangements and use reasonable endeavours to secure such transfer PROVIDED THAT such Mortgagee shall not be under any obligation to dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage; and
- c.) If the Council or any other person cannot complete a transfer of the Affordable Housing Units within two (2) months of the date of service of its response under paragraph 9.1(b) above then provided that the Mortgagee shall have complied with its obligations under paragraph 9.1(a) above the Mortgagee shall be entitled to dispose free of the restrictions set out in Paragraph 1 of Schedule 2 for that sale only future sales revert to all affordable housing restrictions

PROVIDED THAT at all times the rights and obligations in this paragraph shall not require the Mortgagee 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 Mortgagee in respect of any monies outstanding under the charge or mortgage.

9.2 The provisions of this Deed shall:

- a.) cease to apply to any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under s.180 of the Housing and Regeneration Act 2008 or substitute right applicable;
- b.) cease to apply any completed Affordable Housing Units where an Affordable Housing Provider sells to a Tenant through Social Homebuy funded pursuant to Section 19(3) of Housing and Regeneration Act 2008 or any amendment or replacement thereof.

Authorized Signatory

27053

Accommodation Schedule			
Affordable			
A	3 bed house	3	
B	2 bed bungalow	4	
Market			
C	3 bed house	10	
D	3 bed house	4	
E	4 bed house	2	
F	4 bed house	1	
Total		24	



Provision of public facilities, including public spaces and play areas, is a key element of the proposed development. The proposed development is designed to provide a high quality environment for its residents and to contribute to the overall quality of the area. The proposed development is designed to provide a high quality environment for its residents and to contribute to the overall quality of the area.



Strategic Land Group Ltd.
Proposed Residential Development at
Henthorn Road (Phase 2), Clitheroe
Indicative Proposed Site Plan
Scale: 1:500 @ A1
Date: 22/03/17
Author: [Signature]
Reviewer: [Signature]

215 Preston Road, White-le-Moors, Clitheroe, Lancashire, PR6 7PS
Telephone: 01287 261355 Fax: 01287 261324 Website: www.landscape.co.uk
Landscape Management Practice Ltd. is a registered company in England and Wales, No. 1059792

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SCHEDULE 1
Owners' obligations

1. Notice of Commencement

To give written notice to the Council (via the Nominated Officer) and the County Council within 15 Working Days of the Commencement of Development confirming that the Development has begun.

2. Notice of Occupations

Within 15 Working Days of each date to give written notice to the Council (via the Nominated Officer) and the County Council of the following:

- 2.1 the practical completion of the first Affordable Housing Unit
- 2.2 the date of First Occupation of a Dwelling
- 2.3 the date of each other Occupation that triggers a payment or other obligation or which is otherwise referred to under the terms of this Deed

SCHEDULE 2

The Owners' Covenants with the Council

The Owners covenant with the Council in the following terms:-

1. Affordable Housing

- 1.1. The Owners shall provide Affordable Housing as part of the Development in accordance with the provisions of this Schedule 2.
- 1.2. The Owners shall not Commence Development until the Owner has submitted and the Council has approved in writing an Affordable Housing Scheme.
- 1.3. An Affordable Housing Scheme submitted shall provide 30% (thirty per cent) of the total number of Dwellings to be constructed within the Development (rounded up or down to the nearest Dwelling on a "round half up" basis) as Affordable Housing Units of which 50 % (fifty per cent) of the Affordable Housing Units shall be Affordable Rented Housing and 50 % (fifty per cent) of the Affordable Housing Units shall be Affordable Home Ownership.
- 1.4. To meet the identified need for Over 55 Accommodation as part of the 30% Affordable Housing Units of the Development 7.5% of the Development shall be of a Bungalow construction and 22.5% shall be of an Affordable Housing Unit none Bungalow construction.
- 1.5. Of the remainder of the Development the Property shall constitute 7.5% of the total Development of a Bungalow Market Dwelling and 62.5% of the total Development is none Bungalow Market Dwelling. The Over 55s Accommodation shall be 15% of the total number of Affordable Housing Units and Market Dwellings on the Property.
- 1.6. The Council shall give notice of approval or rejection of each Affordable Housing Scheme submitted pursuant to paragraph 1.2 of this Schedule 2 not later than 20 Working Days from the date of receipt by the Council of the Affordable Housing Scheme and in the event of its rejection shall (acting reasonably) set out its full reasons for rejection and specify the measures

required to produce an acceptable Affordable Housing Scheme.

- 1.7. In the event that the Council rejects an Affordable Housing Scheme submitted pursuant to paragraph 1.2 of this Schedule 2 then the Owners may submit a revised Affordable Housing Scheme to the Council for approval whereupon the Council will again issue its decision in respect of such Affordable Housing Scheme in accordance with paragraph 1.6 above. In the alternative the Owners may seek to refer any dispute or disagreement for independent determination in accordance with Clause 8.6 of this Deed.
- 1.8. The Owners shall be entitled to invoke paragraph 1.7 of this Schedule 2 as many times as is necessary in order to secure an approval in respect of an Affordable Housing Scheme submitted to the Council pursuant to paragraph 1.2 of this Schedule 2.
- 1.9. No more than 50% (fifty per cent) of the Market Dwellings within a the Development shall be Occupied before the Owners have offered the Affordable Housing Units within Development to an Affordable Housing Provider in accordance with the approved Affordable Housing Scheme and the terms of this Deed
- 1.10. From the date the Affordable Housing Units within the Development are first offered to an Affordable Housing Provider pursuant to paragraph 1.9 of this Schedule 2 (above) the Owner shall use reasonable endeavours in seeking to transfer the relevant Affordable Housing Units to the Affordable Housing Provider in accordance with the terms of this Deed PROVIDED THAT for the avoidance of doubt there shall be no obligation on the Owners to have commenced construction of the relevant Affordable Housing Units at the point when the said Affordable Housing Units are offered in accordance with this paragraph 1.10
- 1.11. No more than 75% (seventy five per cent) of the Market Dwellings within the Development shall be Occupied before 100% (one hundred per cent) of the Affordable Housing Units within the Phase of Residential Development have been Practically Completed in accordance with the approved Affordable

Housing Scheme for that Phase of Residential Development, subject to such variations as may be agreed between the Council and the Owners from time to time

- 1.12. From the date of Practical Completion each Affordable Housing Unit shall be used only as Affordable Housing and shall (unless otherwise agreed in writing with the Council) only be offered for Occupation in accordance with the Priority Order unless otherwise agreed in writing with the Council save that this obligation shall not be binding upon:

1.12.1. any Chargee;

1.12.2. any mortgagee of an individual Affordable Housing Unit exercising its power of sale in respect of any such Affordable Housing Unit and any purchaser of an Affordable Housing Unit or any person deriving title from such a person or any successor in title thereto and their respective mortgagees and chargees from such mortgagee PROVIDED THAT:

1.12.2.1. any such mortgagee shall prior to seeking to dispose of the Affordable Housing Unit 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:

1.12.2.2. 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 Unit can be made in such a way as to safeguard them as Affordable Housing whilst redeeming the outstanding sum of the mortgage plus the mortgagee's costs then the Mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer

1.12.2.3. if the Council does not serve its response to the notice

served under paragraph 1.12.2.1 within the 1 month then the Mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph 1.12 of this Schedule 2

- 1.12.2.4. if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 1.12.2.2 secure such transfer then provided that the mortgagee shall have complied with its obligations under paragraph 1.12.2.1 the mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph 1.12 of this Schedule 2

BUT FURTHER PROVIDED THAT at all times the rights and obligations of the mortgagee in this 1.12 shall not require the mortgagee to act contrary to its duties under the charge or mortgage nor oblige the mortgagee to dispose of an Affordable Housing Unit at a sum which is insufficient to redeem the outstanding sum of the mortgage plus costs.

- 1.12.3. any Protected Tenant or any mortgagee or chargee of a Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or

- 1.12.4. A disposal (and any subsequent occupation) required by:

1.12.4.1. any statutory provisions now or hereafter in force; or

1.12.4.2. the Homes and Communities Agency; or

1.12.4.3. a court order

- 1.13. The Owners shall ensure that any transfer of an Affordable Housing Unit to an Affordable Housing Provider shall contain the following provisions:

1.13.1. A covenant that the Affordable Housing Provider shall not use the Affordable Housing Unit otherwise than for Affordable Housing;

1.13.2. A covenant that the Affordable Housing Unit shall only be offered for Occupation in accordance with the Priority Order (unless otherwise agreed in writing with the Council); and

1.13.3. A covenant that those Affordable Housing Units which are Affordable Rented Housing Units shall be made available for letting at a rent level not exceeding the Local Housing Allowance Rent

1.14. In the event that:

1.14.1. the Affordable Housing Provider to whom an offer is made by the Owner in accordance with paragraph 1.9 of this Schedule 2 declines to accept a transfer of some or all of the Affordable Housing Units within the Development; or

1.14.2. no sale of some or all of the Affordable Housing Units within the Development has been effected within six months from either the Commencement of Development of the Development or the date the Affordable Housing Units were offered to the Affordable Housing Provider in accordance with paragraph 1.9 of this Schedule 2 (whichever is the later)

1.14.3. then paragraph 1.15 of this Schedule 2 (below) shall apply in respect of such Affordable Housing Units.

1.15. Where this paragraph 1.15 applies then:

1.15.1. the Owner may at any time serve notice upon the Council stating that this paragraph 1.15 applies and providing evidence as to why despite complying with paragraph 1.10 of this Schedule 2 the Owner has been unable to transfer the Affordable Housing Units to the Affordable Housing Provider, together with evidence from

the Affordable Housing Provider that they are not willing to so purchase the Affordable Housing Units (if such evidence is available);

1.15.2. upon receipt of the Owner's written notice served pursuant to sub-paragraph 1.15.1 above the Council shall consider the evidence and confirm in writing within 10 Working Days of the date of receipt whether or not it agrees that despite complying with paragraph 1.10 of this Schedule 2 the Owners have been unable to transfer the Affordable Housing Units to the Affordable Housing Provider and in the event that the Council disagrees the Council shall set out its full reasons for such disagreement

1.16. In the event that the Council confirms in writing pursuant to sub-paragraph 1.15.2 that it disagrees that that despite complying with paragraph 1.10 of this Schedule 2 the Owners have been unable to transfer the Affordable Housing Units to the Affordable Housing Provider then the Owners may

1.16.1. make a further offer to transfer the relevant Affordable Housing Units to the Affordable Housing Provider or another Affordable Housing Provider in accordance with paragraphs 1.7 and 1.8 of the Schedule 2 (in which case the Owners shall be entitled to invoke the procedure set out in this paragraph 1.16 in the event that some or all of the Affordable Housing Units have still not been transferred to an Affordable Housing Provider at the end of a further period of 20 Working Days beginning with the date of the making of such an offer); or

1.16.2. submit further evidence and submissions to the Council in order to address the Council's reasons for disagreement (in which case sub-paragraphs 1.16.1 to 1.16.4 of this Schedule 2 shall apply mutatis mutandis to the Council's consideration of such evidence and submission; or

1.16.3. refer any dispute or disagreement for independent

determination in accordance with Clause 8.6 of this Deed.

- 1.17. In the event that the Council or an Expert (as defined in Clause 8.6 of this Deed) confirms pursuant to this paragraph 1.17 of this Schedule 2 or Clause 8.6 (as the context requires) that despite complying with paragraph 1.10 of this Schedule 2 the Owners have been unable to transfer the Affordable Housing Units to the Affordable Housing Provider then the Owner shall be entitled to dispose of the relevant Affordable Housing Units as Discount Sale Units free from the restrictions in this Schedule 2 PROVIDED that such disposal shall be at no more than 70% (seventy per cent) of Open Market Value and shall be subject to Priority Order in perpetuity

2. Off Site Leisure Contribution

To pay to the Council the Off Site Leisure Contribution calculated at the grant of reserved matters consent in accordance with the following formula for occupancy ratios

The sum of £216.90 per person calculated as follows

One bedroom Dwelling = 1.3 persons

Two bedroom Dwelling = 1.8 persons

Three bedroom Dwelling = 2.5 persons

Four bedroom Dwelling = 3.1 persons

Five or more bedroom Dwelling = 3.5 persons

Not to Occupy or permit or allow Occupation of the 15th Dwelling until the Off Site Leisure Contribution has been paid to the Council

SCHEDULE 3
The Owner's covenants to the County Council

The Owner hereby covenants with the County Council as follows:

1. Education Contribution

Within 20 working days following the grant of a Reserved Matters Consent to notify the County Council that a Reserved Matters Consent has been granted and request that the County Council calculates the Secondary Education Contribution relating to the said Reserved Matters Consent in accordance with this Deed

2 Calculation of the Education Contribution

- 2.1 The calculation of the Secondary Education Contribution generally and of the Spare Places shall be undertaken in the same manner as demonstrated in the County Council's Education Methodology May 2016 (attached at Schedule 5 to this Deed)
- 2.2 The County Council's pupil projections that are current at the time of the calculation shall be used
- 2.3 For the avoidance of doubt, if the County Council's calculations show that the number of Spare Places in secondary school has increased then there may be a reduction in the payment due in accordance with the recalculated shortfall, if however the recalculated number of Spare Places is expected to exceed the calculated pupil yield from the Development then no Secondary Education Contribution shall be payable

3 Education Contribution Triggers

- 3.1 Not to occupy nor permit the occupation of the 10th Dwelling until 50% of the Secondary Education Contribution has been paid to the County Council.
- 3.2 Not to occupy nor permit the occupation of the 20th Dwelling until a further

50% of the Secondary Education Contribution has been paid to the County Council.

PROVIDED THAT the County Council shall not use the Secondary Education Contribution other than for the provision of additional Secondary school places at St Augustine's Roman Catholic High School or any subsequent name or designation by which it is known

4. Notification

- 4.1 To notify the County Council at the address shown in this Deed within 10 working days of the above trigger points in paragraph 3 to this Schedule 3 having been reached.

5. Highway Contribution

- 5.1 To pay to the County Council the Highway Contribution prior to Occupation of the Development and not to Occupy the Development until the Highway Contribution has been paid in full.

SCHEDULE 4 Covenants by the Council

1. Contributions

- 1.1 To pay any Contributions received into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
- 1.2 Not to use any part of the Contribution other than for the purposes for which it was paid (whether by the Council or another party).
- 1.3 In the event that the Contributions have not been spent or committed for expenditure by the Council within 5 years following the date of receipt of the Contributions in whole or any installments the Council shall refund to the Owners any part of the Contributions which has not been spent or committed for expenditure, together with any accrued interest.

SCHEDULE 5
COUNTY COUNCIL'S EDUCATION METHODOLOGY



Education Contribution Assessment

Land off Henthorn Road 3/2017/0433

Ribble Valley Borough Council

14th July 2017

Education Assessment 14th July 2017

Lancashire County Council is responsible for the provision of school places across the 12 county districts. The county has been facing significant increases in the birth rate at the same time as capital funding from the Department for Education has been significantly reduced.

In accordance with Lancashire County Council's 'Strategy for the Provision of School Places and Schools' Capital Investment', the following will apply:

Where the growth in pupil numbers is directly linked to housing development and existing school places are not sufficient to accommodate the potential additional pupils that the development may yield, Lancashire County Council would seek to secure developer contributions towards additional school places. Only by securing such contributions (which, depending upon the scale of development, may also include a contribution of a school site), can Lancashire County Council mitigate against the impact upon the education infrastructure which the development may have.

This assessment shows the level of impact relevant to the following development:

Land off Henthorn Road

Pupil Yield

Through a detailed research project carried out during 2012 LCC have established a pupil yield to be applied for the bedroom mix within a development.

Using the Rightmove database (based on Land Registry information), a cross matching exercise was undertaken to match the first occupation of a house with the relevant School Census. The research enabled LCC to ascertain the likely impact of a dwelling with 1, 2, 3, 4, or 5+ bedrooms in terms of the child yield. This enabled LCC to project the pupil yield of new houses, based on the number of bedrooms per dwelling.

LCC will seek to apply these pupil yields to our assessment, however, if bedroom information has not been provided by the developer LCC will apply the 4 bedroom yield, to provide a medium to worst case scenario. Once bedroom information is available the impact of this development will be reassessed using the yield information provided in the 'Development details' section below.

Local primary schools within 2 miles of development

When assessing the need for an education contribution from this development Lancashire County Council considers primary school provision within a 2 mile radius of the proposed site. Details of the schools relevant to this site are provided below:

School Name	Latest Number on Roll *	Future Planned Net Capacity (Jan 2022) **	Projected Pupils by Jan 2022 ***
Clitheroe Edisford Primary School	220	210	217
St James' Church Of England Primary School Clitheroe	282	300	305
St Michael And St John's Roman Catholic Primary School Clitheroe	176	210	152
Clitheroe Brookside Primary School	184	210	184
Barrow Primary School	145	140	165
Clitheroe Pendle Primary School	340	321	353
Total	1347	1391	1376

* Latest Number on Roll (NOR) reflects the most up-to-date pupil numbers at the school. Assessments between 1st December and 31st March will use October NOR, assessments between 1st April and 31st July will use January NOR and assessments between 1st August and 30th November will use May NOR.

** The net capacity figure is agreed via consultation with the schools, during September each year. The future net capacity includes any agreed capacity changes, which LCC have been informed about.

*** Based on the latest projections at the time of the assessment. Please note that the figures provided are based upon current circumstances and this position is subject to change in response to a number of factors that can affect parental preference. The figures take into account the latest available birth information, evidence of migration and also the projected pupil place demand in 5 years.

Projected places in 5 years: 15

Additional information which may provide context to the figures above has been included in the table below. This table provides year by year pupil projections for the schools affected by the development.

JAN 2018	JAN 2019	JAN 2020	JAN 2021	JAN 2022
1363	1340	1317	1301	1257

The figures above show the forecast number on roll before housing and migration is applied. Using the appropriate district's 5 year Housing Land Supply documents (or

equivalent) and migration figures in 5 years' time we forecast there will be **1376** pupils in these schools.

Development details

Number of bedrooms	Yield applied per dwelling	Number of dwellings	Primary yield for this development
1	0.01		
2	0.07		
3	0.16		
4	0.38	25	9.5
5	0.44		
Totals		25	(9.5) 10 Places

Education Requirement

The calculation below details the effect on pupil places,

1391	Net Cap
- 1376	Forecast
15	Projected places available in 5 years
- 0	Yield from approved applications
15	Places available in 5 years
- 10	Yield from this development
5	Places available in 5 years
- 5	Yield from pending applications
0	Places available in 5 years

Latest projections for the local primary schools show there to be 15 places available in 5 years' time, with additional planning approvals expected to generate a demand for a further 0 school places. There are also pending applications expected to generate demand for a further 5 school places. With an expected pupil yield of 5 pupils from this development, we would not be seeking a contribution from the developer in respect of primary places.

Local Secondary schools within 3 miles of the development

When assessing the need for an education contribution from this development Lancashire County Council considers secondary school provision within a 3 mile radius of the proposed site. Details of the schools relevant to this site are provided below:

School Name	Latest Number on Roll *	Future Planned Net Capacity (Jan 2022) **	Projected Pupils by Jan 2022 ***
Ribblesdale High School	1197	1275	1310
Clitheroe Grammar Academy	623	599	730
Total	1820	1874	2040

* Latest Number on Roll (NOR) reflects the most up-to-date pupil numbers at the school. Assessments between 1st December and 31st March will use October NOR, assessments between 1st April and 31st July will use January NOR and assessments between 1st August and 30th November will use May NOR.

** The net capacity figure is agreed via consultation with the schools, during September each year. The future net capacity includes any agreed capacity changes, which LCC have been informed about.

*** Based on the latest projections at the time of the assessment. Please note that the figures provided are based upon current circumstances and this position is subject to change in response to a number of factors that can affect parental preference. The figures take into account the latest available birth information, evidence of migration and planned housing development, to provide a 5 year projection.

Projected places in 5 years: -166

Additional information which may provide context to the figures above has been included in the table below. This table provides year by year pupil projections for the schools affected by the development.

JAN 2018	JAN 2019	JAN 2020	JAN 2021	JAN 2022
1831	1868	1908	1923	1929

The figures above show the forecast number on roll before housing and migration is applied. Using the appropriate districts 5 year Housing Land Supply documents (or equivalent) and migration figures in 5 years' time we forecast there will be **2040** pupils in these schools.

Development details

Number of bedrooms	Yield applied per dwelling	Number of dwellings	Secondary yield for this development
1	0.00		
2	0.03		
3	0.09		
4	0.15	25	3.75
5	0.23		
Totals		25	(3.75) 4 Places

Education Requirement

Latest projections for the local secondary schools show there to be a shortfall of 166 places in 5 years' time. These projections take into account the current numbers of pupils in the schools, the expected take up of pupils in future years based on the local births, the expected levels of inward and outward migration based upon what is already occurring in the schools and the housing development within the local 5 year Housing Land Supply document, which already have planning permission.

With an expected yield of 4 places from this development the shortfall would increase to 170.

Therefore, we would be seeking a contribution from the developer in respect of the full pupil yield **of this development**, i.e. 4 places.

Summary and Final Calculations

The latest information available at this time was based upon the 2016 School Census and resulting projections.

Based upon the latest assessment, taking into account all approved applications, LCC will be seeking a contribution for 4 secondary school places. However, LCC will not be seeking a contribution for primary school places.

Calculated at the current rates, this would result in a claim of:

Secondary places:

$(£18,469 \times 0.97) \times \text{BCIS All-in Tender Price } (287 / 240) \text{ (Q1-2017/Q4-2008)}$

= £21,423.27 per place

$£21,423.27 \times 4 \text{ places} = \text{£85,693.08}$

This assessment represents the current position on 14/07/2017. LCC reserve the right to reassess the education requirements taking into account the latest information available.

Named Infrastructure Project

A specific infrastructure project where the secured education contribution will be spent to deliver additional school places will be provided at the point at which the application is considered for decision. The local planning authority will need to notify the School Planning Team that a school infrastructure project needs to be determined.

Please Note

- **LCC have assessed the viability of this development by assuming the 25 dwellings are all 4 bedroom houses. Should this not be the case a reassessment will be required once accurate bedroom information becomes available. This could result in a reduced pupil yield dependant on dwelling size.**

Further Information

If the education contribution assessment identifies the need for a contribution to be provided Lancashire County Council is, in effect, objecting to the application. A developer contribution will, in most cases, overcome the objection. If a developer does not agree to payment of the requested education contribution or the local planning authority does not pursue Lancashire County Council's request on its behalf, Lancashire County Council cannot guarantee that children yielded by the development will be able to access a school place within reasonable distance from their home, so the development could be considered to be unsustainable.

Furthermore, if the planning application is approved without the required education contribution LCC would request that the local planning authority confirm how the

shortfall of school places, resulting from the development, will be addressed. (Please see page 10 of the Education Contribution Methodology).

If you require any further information about the assessment process (including the current rates), in the first instance, please refer to LCC's Planning Obligations Education Methodology and supporting information at:

<http://www.lancashire.gov.uk/council/planning/planning-obligations-for-developers.aspx>

SCHEDULE 6

Covenants by the County Council

1. To pay any Contributions received into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
2. The Contributions paid to the County Council shall be used solely for the purposes set out in this Deed and for no other purpose
3. To pay the Owners such amount of any payment made by the Owners pursuant to this Deed to the County Council which has not been expended or committed for expenditure in accordance with the provisions of this Deed within 7 years of the date of receipt by the County Council of the final instalment of such payment together with interest at the Bank of England base rate for the period from the date of payment to the date of refund.
4. Should the Education Contribution not be spent on the project named within this Deed, the County Council will return the sum which has not been expended or committed for expenditure to the party who paid the Education Contribution. Furthermore, the County Council will ensure that sufficient local school places are provided to address the impact of the Development at no cost to the Owners

SCHEDULE 7
DRAFT PLANNING PERMISSION

RIBBLE VALLEY BOROUGH COUNCIL

Development Department

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

Telephone: 01200 425111

Fax: 01200 414488

Planning Fax: 01200 414487

Town and Country Planning Act 1990

OUTLINE PLANNING PERMISSION

APPLICATION NO: 3/2017/0433

DECISION DATE: DecisionDate

DATE RECEIVED: 21/06/2017

APPLICANT:

The Strategic Land Group
C/o Agent

AGENT:

Mrs Rebecca Thompson
Hourigan Connolly
7 Swan Square
15 Swan Street
Manchester
M4 5JJ

PARTICULARS OF DEVELOPMENT:

Application for outline planning permission for up to 24 new dwellings and associated infrastructure on land behind 115 Kemple View, Clitheroe including access via Henthorn Road.

AT: Land off Henthorn Road Clitheroe BB7 2QF

Ribble Valley Borough Council hereby give notice in pursuance of provisions of the Town and Country Planning Act 1990 that **outline planning permission has been granted** for the carrying out of the development referred to above in accordance with the application and plans submitted subject to the following conditions:

1

1.No part of the development hereby permitted shall be commenced on any part of the development hereby approved until full details of the layout, scale and appearance of the buildings and landscaping within that phase (hereinafter called 'the reserved matters') have been submitted to and approved in writing by the Local Planning Authority.

In relation to landscaping, the details for each phase (where relevant) shall include: the types and numbers of trees and shrubs to be planted, their distribution on site, those areas to be seeded, turfed, paved or hard landscaped, including details of any changes of level or landform, full specifications of all boundary treatments and a scheme of maintenance, including long term design objectives.

The submitted landscape details shall take full account of the Landscape Strategy Plan (Job 2741 Dwg No: 201 Rev: F) and the mitigation and enhancement measures as contained within the submitted Phase 1 Habitat Survey (March 2017) and subsequent Ecological Addendum (Dated 12th November 2017).

REASON: As the application is outline only and to define the scope of the reserved matters in accordance with Policies DMG1 and DME3 of the Ribble Valley Core Strategy.

APPLICATION NO: 3/2017/0433

DECISION DATE: 30 November 2017

- 2 No more than 24 dwellings shall be developed within the application site edged red on the submitted Location Plan (Drawing 17/08/L01 Revision B)

REASON: For the avoidance of doubt and to clarify the scope of the permission in accordance with keys Statement DS1 and Policy DMG1 of the Ribble Valley Core Strategy.

- 3 Application(s) for approval of all of the outstanding reserved matters related to the consent hereby approved must be made not later than the expiration of three years beginning with the date of this permission and the development must be begun not later than whichever is the later of the following dates.

(a) The expiration of three years from the date of this permission; or

(b) The expiration of two 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: Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 4 The details in respect of the submission of any subsequent reserved matters shall be in strict accordance with the design principles, parameters and landscape strategy as set out in the following approved documentation:

"Landscape Strategy Plan: Drawing 201 Revision F

"Indicative Proposed Site Plan: Drawing 17/018/P01 Revision A

"Indicative Proposed Street Scene: Drawing 17/018/P02 Revision A

"Design & Access Statement (Revised October 2017)

REASON: To ensure the development accords with the agreed general principles in relation to design, green infrastructure and pedestrian and vehicular movement within the site in accordance with Policies DMG1, DMG3, DME1, DME2, DME3, DMI2, DMB4, DMB5 and Key Statements EN3 and EN4 of the Ribble Valley Core Strategy.

- 5 Notwithstanding the submitted details, the height of any of the dwellings proposed in any subsequent reserved matters application(s) shall not exceed two storeys in height.

REASON: In the interests of the visual amenities and character of the area and to ensure that the proposed development remains compatible with the landscape character of the area and responds appropriately to the topography of the site so as to minimise undue visual impact in accordance with Policies DMG1 and DMG2 of the Ribble Valley Core Strategy.

- 6 Applications for the approval of reserved matters shall be accompanied by full details of existing and proposed ground levels and proposed building finished floor levels (all relative to ground levels adjoining the site) including the levels of the proposed roads.

For the avoidance of doubt the submitted information shall include existing and proposed sections through the site including details of the height, scale and location of proposed housing in relation to adjacent existing development/built form (where applicable). The development shall be carried out in strict accordance with the approved details.

REASON: To ensure a satisfactory form of development, its visual compatibility with the defined open countryside, in the interests of visual and residential amenities and to ensure the Local planning Authority can make an accurate assessment of the potential impacts upon existing nearby residential amenity in accordance with Policies DMG1 and DMG2 of the Ribble Valley Core Strategy.

- 7 As part of any subsequent reserved matters application relating to layout and prior to the commencement of any development, precise specifications and details of the proposed pedestrian routes/footways interface with the adjacent Public Right of Way (Footpath 17), including a scheme for the improvement of the portion of the aforementioned existing Right of Way that is within the red edge of the application site (where applicable), shall have been submitted to and approved in writing by the Local Planning Authority in partnership with Lancashire County Council. The development shall be carried out in strict accordance with the approved details.

REASON: In the interests of the visual amenities and character of the area and to ensure that the proposed development interfaces with the adjacent Public Right of Way in a manner that will not compromise its safe operation and to secure enhancement of the existing footpath route in accordance with Policies DMG1, DMG2 and DMB5 of the Ribble Valley Core Strategy)

- 8 Applications for the approval of reserved matters shall be accompanied by full details of the proposed surface water attenuation pond(s) on site.

For the avoidance of doubt the submitted information shall include existing and proposed sections through each pond including relevant existing and proposed land levels and details of all associated landscaping and boundary treatments where applicable. The development shall be carried out in strict accordance with the approved details.

REASON: To ensure a satisfactory form of development in the interests of visual and residential amenities and to ensure the Local planning Authority can make an accurate assessment of the details relating to matters of flood risk and sustainable drainage in accordance with Policies DMG1 and DME6 of the Ribble Valley Core Strategy.

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

REASON: To secure proper drainage and to manage the risk of flooding and pollution in accordance with Policies DMG1 and Dme6 of the Ribble Valley Core Strategy.

10 Prior to the commencement of any development, a surface water drainage scheme, based on the hierarchy of drainage options in the National Planning Practice Guidance with evidence of an assessment of the site conditions shall be submitted to and approved in writing by the Local Planning Authority.

The surface water drainage scheme must be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards and unless otherwise agreed in writing by the Local Planning Authority, no surface water shall discharge to the public sewerage system either directly or indirectly. The development shall be completed in strict accordance with the approved details.

REASON: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution in accordance with Policies DMG1 and DME6 of the Ribble Valley Core Strategy.

11 The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) 3886/FRA/Final/v1.0/2017-07-27 and the following mitigation measures detailed within the FRA:

"All development to be located in Flood Zone 1.

"Finished floor levels are set no lower than 0.15 m above existing ground level.

"An 8 m undeveloped buffer strip will be provided from the top of bank of Pendleton Brook. No development, such as new dwellings, private gardens and fences, will be located within this 8 m easement.

The mitigation measures shall be fully implemented prior to occupation and subsequently 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 reduce the risk of flooding to the proposed development and future occupants in accordance with Policies DMG1 and DME6 of the Ribble Valley Core Strategy.

- 12 As part of any subsequent reserved matters application relating to layout and prior to the commencement of any development, the following details shall be submitted to, and approved in writing by, the local planning authority, in consultation with the Lead Local Flood Authority.

Surface water drainage scheme which as a minimum shall include:

a) Information about the lifetime of the development design storm period and intensity (1 in 30 & 1 in 100 year + allowance for climate change - see EA advice <https://www.gov.uk/guidance/flood-risk-assessments-climate-change-allowances>), 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 flood levels in AOD;

b) The drainage scheme should demonstrate that surface water run-off must not exceed the existing pre-development greenfield runoff rate for the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

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

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

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

f) Site investigation and test results to confirm infiltrations 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 in accordance with Policies DMG1 and DME6 of the Ribble Valley Core Strategy.

- 13 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.

REASON: 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 and to identify the responsible organisation/body/company/undertaker for the sustainable drainage system.

- 14 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 unless and until a scheme for protective fencing for trees within and adjacent to the site, has been submitted to and approved in writing by the Local Planning Authority.

Such fencing shall be in accordance with BS5837 (2012): 'Trees in Relation to Construction'. Such fencing shall be erected in its entirety prior to any other operations taking place on the site. This fencing should not be breached or removed during development. Furthermore within the areas so fenced the existing ground level shall be neither raised nor lowered and there shall be no development or development-related activity of any description including the deposit of spoil or the storage of materials unless expressly agreed by the Local Planning Authority. The development shall be carried out in strict accordance with the approved details.

REASON: To protect trees/hedging of landscape and visual amenity value on and adjacent to the site or those likely to be affected by the proposed development in accordance with Key Statement EN4 and Policies DMG1 and DME1 of the Ribble Valley Core Strategy.

- 15 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 proposed enhancement and/or mitigation measures contained within the submitted Phase 1 Habitat Survey (March 2017) and subsequent Ecological Addendum (Dated 12th November 2017) has been submitted to and approved in writing by the Local Planning Authority.

For the avoidance of doubt the mitigation shall include, but not be limited to the provision for bat and bird boxes (building and pole-mounted), Barn Owl Boxes (Tree Mounted), wildflower grassland and scrub-planting.

The submitted details shall include the timing and phasing for the creation/installation of enhancement/mitigation measures and a scheme for their future management and maintenance. The submitted details shall further indicate the precise location, siting and nature of all bat/bird/owl box provision.

The agreed artificial bird/bat boxes to be building mounted shall be incorporated into their respective individual dwellings during the construction of those dwellings 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 including the timings and methodology for all installation.

REASON: In the interests of biodiversity and to enhance nesting/roosting opportunities for species of conservation concern and to reduce the impact of development in accordance with Policies DMG1, DME3 and Key Statement EN4 of the Ribble Valley Core Strategy

- 16 Applications for the approval of reserved matters, where relevant, shall be accompanied by full details of all proposed usable public open space and associated street furnishings/play equipment.

For the avoidance of doubt the submitted details shall include the specification and nature of all proposed surfacing, street furniture, informal/formal play equipment and details of existing and proposed land levels and all associated landscaping and boundary treatments (where applicable). 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 allows for the provision of an acceptable and adequate form of usable public open space in accordance with Policies DMG1 and DMB4 of the Ribble Valley Core Strategy.

- 17 Applications for the approval of reserved matters shall be accompanied by elevational and locational details including the height and appearance of all boundary treatments, fencing, walling, retaining wall structures and gates to be erected within the development.

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 and 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 or conservation concern.

- 18 Notwithstanding the submitted details, no development, including any site preparation or demolition shall commence or be undertaken on site until the new estate road/access point between the proposal site and the adjacent land to the north shall have been constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads to at least base course level.

REASON: To ensure that satisfactory access is provided to the site before the development hereby permitted becomes operative and to ensure the safe operation of the highway during the construction phase of the development in accordance with Key Statement DMI2 and Policy DMG3 of the Ribble Valley Core Strategy.

- 19 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 full engineering, drainage, street lighting and constructional details of the streets proposed for adoption by the Highway Authority have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details unless otherwise agreed in writing with the Local Planning Authority.

REASON: In the interest of highway safety; to ensure a satisfactory appearance to the highways infrastructure serving the approved development; and to safeguard the visual amenities of the locality and users of the highway in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy.

- 20 The submission of reserved matters in respect of layout shall include details of the phasing and timings for the delivery/installation/construction of the proposed footpaths/pedestrian routes (formal and informal), public open space provision, landscaping and attenuation pond shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in strict accordance with the approved details.

REASON: To ensure that adequate usable public open space/recreational areas are delivered on an appropriately phased basis to ensure that adequate provision is provided to serve the occupants of the development in accordance with Policies DMG1, DMB4 and DMB5 of the Ribble Valley Core Strategy.

- 21 No development shall take place until a Construction Method Statement for the relevant phase has been submitted to and approved in writing by the local planning authority. For the avoidance of doubt the submitted statement shall provide details of:

- A.The location of parking of vehicles of site operatives and visitors
- B.The location for the loading and unloading of plant and materials
- C.The location of storage of plant and materials used in constructing the development
- D.The locations of security hoarding
- E.The location and nature of wheel washing facilities to prevent mud and stones/debris being carried onto the Highway (For the avoidance of doubt such facilities shall remain in place for the duration of the construction phase of the development) and the timings/frequencies of mechanical sweeping of the adjacent roads/highway
- F.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)
- G.The highway routes of plant and material deliveries to and from the site.
- H.Measures to ensure that construction and delivery vehicles do not impede access to adjoining properties.
- I.Days and hours of operation for all construction works.

The approved statement shall be adhered to throughout the construction period of the development.

REASON: In the interests of protecting residential amenity from noise and disturbance and to ensure the safe operation of the Highway in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy.

DRAFT

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2017/0433

DECISION DATE: 30 November 2017

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2017/0433

DECISION DATE: 30 November 2017

Note(s)

- 1 For rights of appeal in respect of any condition(s)/or reason(s) attached to the consent 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 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.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2017/0433

DECISION DATE: 30 November 2017

**JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES**

IN WITNESS whereof this Deed has been duly executed by the parties the day and year first before written

**THE COMMON SEAL OF
LANCASHIRE COUNTY COUNCIL
Was hereunto affixed to this Deed in the
Presence of:-**



Authorised Signatory



27053

**THE COMMON SEAL OF
RIBBLE VALLEY BOROUGH COUNCIL
Was hereunto affixed to this Deed in the
Presence of :-**

Mayor



Chief Executive



1739

**SIGNED as a Deed by
VICKY ANNE CAWThERLEY
in the presence of:-**

)
)
)

X



X

Witness signature.....

Witness name.....

Witness address.....

 LANCASHIRE,
ENGLAND.....

Witness occupation..... Civil Servant.....

SIGNED as a Deed by
SUSAN WELLS
in the presence of:-

)
)
)

X 

X

Witness signature.....

Witness name.....

Witness address.....

, LANCASHIRE,
ENGLAND. 

Witness occupation..... Civil Servant.....

EXECUTED as a Deed by
THE STRATEGIC LAND GROUP LIMITED
acting by:

[Single Director + witness/Two Directors/Director + Secretary]



Director



(print name)

Director/Secretary

(print name)

Witness signature.....

Witness name.....

Witness address.....





Witness occupation..... PA to the Directors.....