

DATED

3rd April

2019

RIBBLE VALLEY BOROUGH COUNCIL

- and -

JOHN HINDLE AND JOYCE MARGARET HINDLE

- and -

STEPHEN HARPER WESTELL AND JOYCE LESLEY WESTELL

SECTION 106 AGREEMENT

TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO LAND KNOWN AS

LAND AT CLITHEROE ROAD, BARROW, CLITHEROE (PHASE 3)

THIS AGREEMENT AND DEED is made the 3rd day of April 2019

BETWEEN

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the **Council**")
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WHEREAS

- (1) The First Owners are the freehold owners of land at Clitheroe Road, Barrow, Clitheroe the title of which land is currently unregistered at HM Land Registry which land is shown edged red and shaded green on the Plan attached hereto ("the **First Property**")
- (2) The Second Owners are the freehold owners of land at Clitheroe Road, Barrow, Clitheroe the title of which land is currently unregistered at HM Land Registry which land is shown edged red and shaded yellow on the Plan attached hereto ("the **Second Property**")
- (3) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the First Property and the Second Property is situated and by whom the obligations contain in this Deed are enforceable
- (4) The First Owners and the Second Owners have through their agent Reilly Developments Limited made a full Planning Application for the erection of 10 Bungalows including provision for the Over 55s, access arrangements and associated infrastructure on the First Property and the Second Property as

detailed in the plans and particulars deposited with Council under reference 3/2018/0500.

- (5) The Council resolved that the application be approved by it under the Act of 1990 (as amended) subject to the First Owners and the Second Owners 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 Units

"Affordable Housing Units" means those Dwellings which are to be provided as Affordable Housing which shall be 3 Bungalows provided as Discount Sale Units on Plot Numbers 24, 26 and 27.

Application

"Application" means the application for Planning Permission submitted to the Council reference number 3/2018/0500 for residential development including residential use and associated amenities on the First Property and the Second 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.

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 (as the case may be) is or will at some future date be obliged to expend money from a Commuted Sum.

Contribution

“Contribution” means the Off Site Leisure Contribution of £4,815.18.

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 60% (sixty percent) of Open Market Value approved in writing by the Council

Dispose

“Dispose” means in relation to the transfer of an interest in First Property and the Second 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.

Implementation

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

Market Dwelling

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

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 of £4,815.18 payable for Off Site Leisure facilities in the local area.

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 4.

Practical Completion

"Practical Completion" means the issue of a certificate of practical completion by the First Owner and/or the Second Owner's architect or in the event that the Development is constructed by a party other than the First Owner and/or the Second 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 Council is in housing need and who:

- i. Have lived in the Borough of Ribble Valley for at least 5 years of the last 10 years;
- 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.

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 First Property and the Second Property and the First Owners and the Second Owners and their respective 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 The First Owners shall only be liable for a breach of covenant contained in this Deed insofar as such breach relates to the First Property and the Second Owners shall only be liable for a breach of covenant contained in this Deed insofar as such breach relates to the Second Property and no persons shall be liable for a breach of covenant contained in this Deed after he or she shall have parted with his/her interest in the First Property or the Second Property as the case may be 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 First Property and the Second Property in any transfer of the First Property and/or the Second 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 First Property and/or the Second 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 First Owner and/or the Second 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 successors in the title to the First Owner and/or the Second 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 First Property and the Second Property in accordance with a Planning Permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

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 First Property and the Second 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 First Owner and/or the Second Owners hereby covenant with the Council to perform the obligations as specified in Schedule 1 and Schedule 2

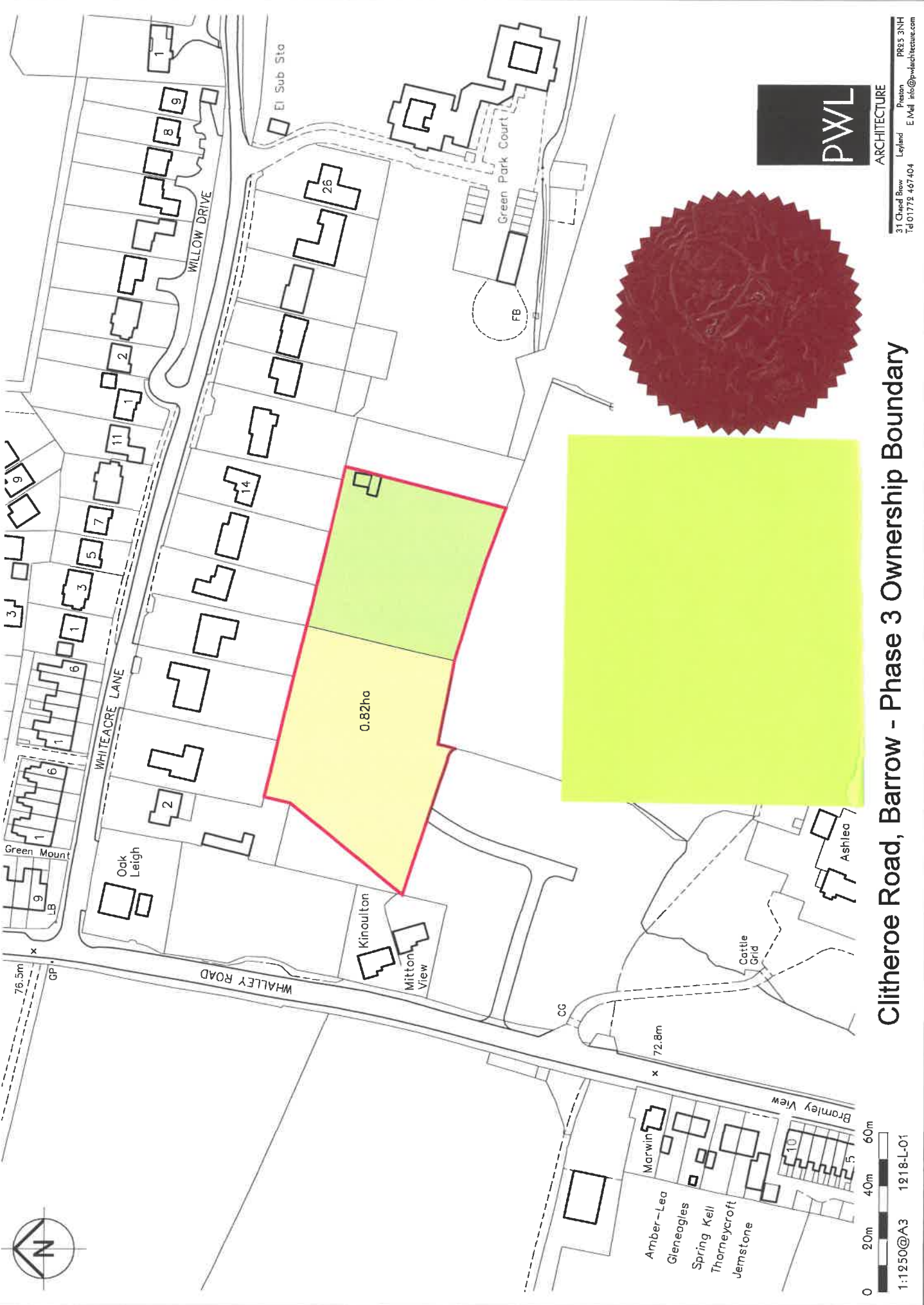
7.2 The Council covenants with the First Owner and/or the Second Owners in the terms set out in Schedule 3

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 First Property and the Second 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 Agreement is a Deed and is enforceable by the Council in relation to the obligations entered into by the First Owner and/or the Second Owners.
- 8.5 The Council will upon written request of the First Owner and/or the Second Owners at any time after the obligations of the First Owner and/or the Second Owners under this Deed have been fulfilled (and subject to the payment of the 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 First Owner and/or the Second Owners shall pay via their agent Reilly Developments Limited the Council's legal fees incurred in relation to this Deed the sum of £389 (three hundred and eighty nine pounds)
- 8.8 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.



ARCHITECTURE
 Preston PR65 3NH
 Leyland E Mail: info@pwlarchitecture.com
 31 Chapel Bow Tel: 01778 467404

Clitheroe Road, Barrow - Phase 3 Ownership Boundary

0 20m 40m 60m
 1:1250@A3 1218-L-01



Rev C: Site Plan updated 2-10-18
 Rev B: Site Plan updated 2-10-18
 Rev A: Planning received 1-30-18

 31 Chapel Hill, Raleigh, NC 27605 410.172.484.024 E-Mail: info@pwlarchitecture.com	Title Proposed Site Layout	Project Proposed Development at Clitheroe Road, Barrow Phase 3
	Scale 1:250@A1	Date May 2018
Drawn PMS JMH	Draw No 1218-PL03C	Firm CTA

SCHEDULE 1

First Owner and the Second 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) 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 First Owner and/or the Second Owners' Covenants with the Council

The First Owner and the Second 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 Over 55s Accommodation shall be 2 Bungalows which shall be Plot numbers 24 & 25 on the First Property and the Second Property.
 - 1.3. No more than 50% (fifty per cent) of the Market Dwellings within the Development shall be Occupied before the Owners have offered the Affordable Housing Units within the Development under the terms of this Deed
 - 1.4. No more than 50% (fifty 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 Development have been Practically Completed subject to such variations as may be agreed in writing by the Council and the Owners from time to time
 - 1.5. 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:
 - 1.5.1. any Chargee;
 - 1.5.2. any mortgagee of an individual Affordable Housing Unit exercising its power of sale in respect of any such Affordable Housing Unit but shall be binding on any purchaser of an Affordable Housing Unit purchasing from a Mortgagee and any successor in title thereto
2. **Off Site Leisure Contribution**

To pay to the Council the Off Site Leisure Contribution prior to the sale and occupation of the 6th Dwelling

Not to Occupy or permit or allow Occupation of the 6th Dwelling until the Off Site Leisure Contribution has been paid to the Council

SCHEDULE 3 Covenants by the Council

1. Contributions

- 1.1 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).
- 1.2 In the event that the Contributions have not been spent or committed for expenditure under a Contractual Commitment 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 First Owners' and the Second Owners' agent Reilly Developments Limited any part of the Contributions which has not been spent or committed for expenditure.

SCHEDULE 4
DRAFT PLANNING PERMISSION

RIBBLE VALLEY BOROUGH COUNCIL

Department of Development

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

Telephone: 01200 Fax: 01200 414488
425111

Planning Fax: 01200 414487

Town and Country Planning Act 1990

PLANNING PERMISSION

APPLICATION NO: 3/2018/0500

DECISION DATE: ~~01 November 2018~~

DATE RECEIVED: 13/06/2018

APPLICANT:

Mr Michael Reilly
Reilly Developments Ltd
C/o Agent

AGENT:

Mr Joshua Hellawell
PWA Planning
2 Lockside Office Park
Lockside Road
Preston
PR2 2YS

DEVELOPMENT Erection of ten bungalows and associated works.

PROPOSED:

AT: Land to the East of Clitheroe Road Barrow BB7 9BN

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

APPLICATION NO. 3/2018/0500

DECISION DATE:

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:

Location Plan 1218-PL01D

Proposed Site Layout 1218-PL03D (received 09/01/2019)

Proposed Site Sections 1218-PL12B (received 09/01/2019)

House Type A 1218-PL04A (received 19/12/2018)

House Type B 1218-PL05A (received 19/12/2018)

House Type B (Plot 23) Floor Plan 1218-PL06A (received 19/12/2018)

House Type B (Plot 23) Elevations 1218-PL07A (received 19/12/2018)

House Type C 1218-PL08A (received 19/12/2018)

House Type D 1218-PL09 (received 19/12/2018)

Garage 1218-PL10A (received 19/12/2018)

House Type F 1218-PL15 (received 09/01/2019)

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 in writing by the Local Planning Authority before their use in the proposed works. The development thereafter shall be constructed utilising the approved materials.

REASON: To ensure that the materials to be used are appropriate to the locality.

4. Prior to the commencement of the development details of the design and position of the external meter boxes shall be submitted to and approved 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 that are afforded a high level of visibility upon the streetscene. The development shall be carried out in strict accordance with the approved details.

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.

APPLICATION NO. 3/2018/0500

DECISION DATE:

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 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 in writing 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 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.

6. 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 by Leigh Ecology Ltd dated 17 May 2018 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.

APPLICATION NO. 3/2018/0500

DECISION DATE:

7. 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 landscape management plan, including long-term design objectives, management responsibilities and maintenance schedules for all landscape areas (other than small, privately owned, domestic gardens) has been submitted to and approved in writing by the Local Planning Authority. The landscape management plan shall be carried out as approved in accordance with the approved details.

REASON: To ensure the proper long-term management and maintenance of the landscaped areas in the interests of visual amenity and biodiversity enhancement.

8. For the full period of construction, facilities shall be available on site for the cleaning of the wheels of vehicles leaving the site and such equipment shall be used as necessary to prevent 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.

9. 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..

REASON: To ensure that provision is made for electric powered cars and to support sustainable methods of travel.

APPLICATION NO. 3/2018/0500

DECISION DATE:

10. 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.

11. 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.

APPLICATION NO. 3/2018/0500

DECISION DATE:

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12. 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.

13. 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.

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

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

15. 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. Those details shall include, as a minimum:

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 'Flood risk assessments: climate change allowances'), discharge rates and volumes (both pre and post development), temporary storage facilities, 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 strategy should demonstrate that post development surface water run-off from the application site will not exceed a maximum rate of 5l/s. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed;

c) A site layout plan showing flood water exceedance routes, both on and off site;

d) A timetable for implementation, including phasing as applicable;

e) Details of water quality controls, where applicable.

The scheme 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 drainage system shall be retained, managed and maintained in accordance with the approved details.

REASON: To ensure that the proposed development can be adequately drained and there is no flood risk on or off the site resulting from the proposed development.

APPLICATION NO. 3/2018/0500

DECISION DATE:

16. 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:
 - On-going inspections relating to performance and asset condition assessments
 - 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 and to reduce the flood risk to the development as a result of inadequate maintenance.

17. No development shall commence until details of how surface water and pollution prevention will be managed during each construction phase have been submitted to and approved in writing by the local planning authority.

REASON: To ensure that the construction phase(s) of development does not pose an undue flood risk on site or elsewhere and to ensure that any pollution arising from the development as a result of the construction works does not adversely impact on existing or proposed ecological or geomorphic condition of water bodies.

18. Notwithstanding the provisions of Classes A-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 neighbour amenity and impact upon trees.

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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 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 all existing trees within the site except those identified for removal in the Arboricultural Impact Assessment by Bowland Tree Consultancy Ltd dated May 2018 and shall include details of the special materials and working methods for proposed construction within RPAs. Thereafter the development shall be implemented wholly in accordance with the approved details..

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.

20. The development shall be carried out in strict accordance with the recommendations of the submitted Ecological Appraisal dated 17 May 2018.

REASON: To minimise the impact on ecology.

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 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.

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22. No part of development shall commence until the details of artificial lighting have been submitted to and agreed in writing by the local planning authority. The information shall include details on the type and intensity of lighting and how its impact on the natural roosting and foraging activity of protected/species of conservation concern shall be mitigated. The lighting thereafter shall be implemented in accordance with the approved details.

REASON: In order to mitigate impact on wildlife and habitat.

Note(s)

1. For rights of appeal in respect of any condition(s)/or reason(s) attached to the permission see the attached notes.
2. The applicant is advised that should there be any deviation from the approved plan the Local Planning Authority must be informed. It is therefore vital that any future Building Regulation application must comply with the approved planning application.
3. The 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.
- 4.

NICOLA HOPKINS
DIRECTOR ECONOMIC DEVELOPMENT & PLANNING

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

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



Mayor *SE [Signature]*

Chief Executive *M. H. Scott*

1779

SIGNED as a Deed by)
JOHN HINDLE)
in the presence of)

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