

DATED

23rd September

2019

LANCASHIRE COUNTY COUNCIL

- and -

RIBBLE VALLEY BOROUGH COUNCIL

- and -

THT and L&Q DEVELOPMENTS LLP

SECTION 106 AGREEMENT

TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO LAND KNOWN AS

LAWSONSTEADS FARM, CLITHEROE ROAD, WHALLEY, CLITHEROE

(PHASE 2)

THIS AGREEMENT AND DEED is made the 23rd day of September 2019

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. **THT and L&Q DEVELOPMENTS LLP** (LLP. Regn.No. OC415539) of Sale Point, 126-150 Washway Road, Sale, M33 6AG (the "**Owner**")

WHEREAS

- (1) The Owner is the freehold owner of land at Lawsonsteads Farm, Clitheroe Road, Whalley Clitheroe the title of which land is registered at HM Land Registry under title number LAN207825 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 3 part 2 are enforceable
- (4) The County Council is the County Planning Authority and Education Authority and Highway Authority for the area within which the Property is situated by whom the obligations contained in Schedule 3 part 1 are enforceable
- 5) The Owner on the 12th October 2018 applied to the Council for full planning permission for the erection of 188 residential dwellings with associated access

landscaping and open space on the Property as detailed in the plans and particulars deposited with Council under reference _____3/2018/0914.

- (6) The Council resolved on the 14 March 2019- 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 either

- (a) 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; or
- (b) such other body approved by the Council to own and/or let the Affordable Housing

Affordable Housing Scheme

"Affordable Housing Scheme" means the scheme for the provision of the Affordable Housing Units in accordance with the terms of this agreement

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 57 Dwellings which are to be provided as Affordable Housing on the Site of which the 28 units as detailed in Schedule 8 in the Schedule of Accommodation and on the related Plan (subject to any amendment thereto approved by the Council) shall constitute "Affordable Ownership Housing" and the 29 Units as detailed in Schedule 8 in the Schedule of Accommodation and on the related Plan shall constitute 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 up to a minimum of 25% of OMV and can staircase up to 100% ownership of the Open Market Value of the Dwelling

Application

"Application" means the application for Planning Permission submitted to the Council reference number 3/2018/0914 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.
- (k) temporary parking of vehicles

and "Commencement" and related terms shall be construed accordingly.

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, 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 to persons in Priority Order

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 Indexation

Indexation will be applied using the formula below

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

Where trigger targets are included in the S106, indexation will apply at each trigger point.

Highway Contribution

"Highway Contribution" means a Contribution of £45,000 for off site highway works paid to the County Council. The Contribution is broken down as follows:

- a) £15,000 contribution to supplement existing contributions to convert the zebra crossing into a puffin crossing; and
- b) £30,000 contribution for signage works in the town centre (de-cluttering / additional signage requirements).

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.

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 chargee 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 the sum of £99,752.31 payable for

Off Site Leisure facilities in Whalley calculated 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 other than by Over 55 Persons.

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).

Over 55 Person

A person not less than 55 years old 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.

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.

Primary Education Contribution

"Primary Education Contribution" means the sum of £519,859.23 adjusted by BCIS from the date of this deed to the date of payment to be paid to the County Council in accordance with the terms of this Deed for the provision of additional primary school places at Barrow Primary School and/or St Mary's Roman Catholic Primary School. Langho or any subsequent name or designation by which these schools are known;

Priority Order

"Priority Order" means the following cascading order of persons to whom an Affordable Housing Unit must be offered in accordance with paragraph 1.12 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. 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 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.
 - 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.
- In the second instance, where any Affordable Housing Unit has been advertised and publicised as being available for more than 3 months without any of the above persons reserving the property, any person who in the reasonable opinion of the Affordable Housing Provider is in housing need.

Secondary Education Contribution

"Secondary Education Contribution" means the sum of £379,796.48 adjusted by BCIS from the date of this deed to the date of payment 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;

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 This Deed shall come into effect immediately upon completion of this Deed save that the obligations at clause 7 and the schedules to this Deed are conditional on the grant of the Planning Permission and the Commencement 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).
- 2.8 This deed shall not be enforceable against:
- a) any owners, occupiers and tenants of any individual Dwelling constructed as part of any development of the Property nor against those deriving title from or under such owners, occupiers or tenants of any such individual Dwellings;
 - b) any statutory undertakers, service companies or any other entities to whom any part of the Property may be transferred, let or otherwise disposed of for the provision of service media, electricity sub-stations, pumping stations, gas governor stations or similar matters;
 - c) any registered provider which purchases one or more Dwellings

constructed as part of any development of the Property or any land forming part of the Property upon which Affordable Housing is to be constructed save in respect of any clauses in this deed which specifically relate to the occupation or use of Affordable Housing;

- d) the relevant highway authority to whom any part of the Property is disposed of;
- e) any management company to whom any part of the Property is disposed of and upon which residential units will not be constructed;
- f) a local authority or other statutory body to whom any part of the Property is disposed of for use as public open space or any other public amenity area pursuant to a planning deed or otherwise;
- g) any person whom the freehold reversion in a completed Dwelling that is subject to a long lease for a term in excess of 99 years is transferred.

- 2.9 For the avoidance of doubt reference to owners, occupiers and tenants of any individual Dwelling, including their successors in title, mortgagees and mortgagees in possession shall not include owners, occupiers and tenants and their successors in title or mortgagees in possession of the Affordable Housing Units provided the aforementioned persons (the subject of this clause) shall only be bound by those covenants contained at paragraph 1 of the Second Schedule to this deed.

3 Expiry Modification Variation or Amendments of Planning Permission

- 3.1 If the Planning Permission shall expire before Commencement 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
- 3.3 In any of the foregoing events (with respect to clause 3.2) the Council shall forthwith cancel any entries made in the register of Local Land Charges in

respect of this deed and supply evidence of the same to the Owner

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

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 an independent and suitable person holding appropriate professional qualifications (**Expert**) to be agreed by the parties or in default of the parties' agreement the Expert shall be nominated by the President for the time being of the Royal Institute of Chartered Surveyors as the case may be whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the parties in equal shares and the Expert shall:

- a.) act as an expert;
 - b.) be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation;
 - c.) be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 8.7 The Owners shall pay the Council's legal fees incurred in relation to this Deed the sum of £730 (seven hundred and thirty pounds) and the County Council's legal fees of £350 (three hundred and fifty 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 or 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.

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 the first Dwelling to be Occupied
- 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 Affordable Housing Scheme referred to in this agreement provides for 57 of the Dwellings to be constructed within the Development as Affordable Housing Units of which 29 of the Affordable Housing Units shall be Affordable Rented Housing and 28 of the Affordable Housing Units shall be Affordable Home Ownership.
- 1.3. To meet the identified need for Over 55 Accommodation, subject to the proviso below, 16 Affordable Housing Units and 12 Market Dwellings of the Development Units shall be provided as Over 55's Accommodation as follows:

Shared Ownership

2 X 2 Bedroom two storey Dwellings

4 X 3 Bedroom two storey Dwellings

2 X 2 Bedroom Bungalows

Affordable Rent

2 X 2 Bedroom two storey Dwellings

1 X 2 Bedroom two storey Dwelling

4 X 2 Bedroom single level apartments

1 X 1 Bedroom single level apartment

Over 55 Accommodation Market Dwellings

2 X 3 Bedroom two storey Dwellings

2 X 2 Bedroom two storey Dwellings

8 X 2 Bedroom Bungalows

PROVIDED that where any of the Dwellings allocated for Over 55 Accommodation have been advertised and publicised as being available for more than 3 months without any Over 55 Persons reserving the property, the Over 55 Accommodation requirement shall cease to apply to that Dwelling.

- 1.4. 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 Development to an Affordable Housing Provider in accordance with the approved Affordable Housing Scheme and the terms of this Deed
- 1.5. From the date the Affordable Housing Units within the Development are first offered to an Affordable Housing Provider pursuant to paragraph 1.4 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 1.5
- 1.6. 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
- 1.7. 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:

- 1.7.1. any Chargee;
- 1.7.2. 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:
- 1.7.2.1. 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 give not less than 2 months' prior notice to the Council of its intention to dispose;
- 1.7.2.2. 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 reasonable endeavours to secure such transfer;
- 1.7.2.3. if the Council does not serve its response to the notice served under paragraph 1.7.2.1 within the 1 month then the Mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph 1.7 of this Schedule 2;
- 1.7.2.4. if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 1.7.2.2 secure such transfer then provided that the mortgagee shall have complied with its obligations under paragraph 1.7.2.2 the mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph 1.7 of this Schedule 2

BUT FURTHER PROVIDED THAT at all times the rights and obligations of the mortgagee in this 1.7 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.

1.7.3. 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

1.7.4. a disposal (and any subsequent occupation) required by:

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

1.7.4.2. Homes England; or

1.7.4.3. a court order

1.8. The Owner shall ensure that any transfer of an Affordable Housing Unit to an Affordable Housing Provider shall contain a covenant that the Affordable Housing Provider shall not breach the provisions of this Deed.

1.9. In the event that:

1.9.1. the Affordable Housing Provider to whom an offer is made by the Owner in accordance with paragraph 1.4 of this Schedule 2 declines to accept a transfer of some or all of the Affordable Housing Units within the Development: or

1.9.2. 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 1.4 of this Schedule 2 (whichever is the later)

then paragraph 1.10 of this Schedule 2 (below) shall apply in respect of such Affordable Housing Units.

1.10. Where this paragraph 1.10 applies then:

1.10.1. the Owner may at any time serve notice upon the Council stating that this paragraph 1.10 applies and providing evidence as to why despite

complying with paragraph 1.5 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);

1.10.2. upon receipt of the Owner's written notice served pursuant to sub-paragraph 1.10.1 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 1.5 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

1.11. In the event that the Council confirms in writing pursuant to sub-paragraph 1.10.2 that it disagrees that that despite complying with paragraph 1.5 of this Schedule 2 the Owners have been unable to transfer the Affordable Housing Units to the Affordable Housing Provider then the Owners may:

1.11.1. 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 1.4 and 1.5 of the Schedule 2 (in which case the Owners shall be entitled to invoke the procedure set out in this paragraph 1.11 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

1.11.2. submit further evidence and submissions to the Council in order to address the Council's reasons for disagreement (in which case sub-paragraphs 1.10.1 to 1.10.2 of this Schedule 2 shall apply mutatis mutandis to the Council's consideration of such evidence and submission; or

1.11.3. refer any dispute or disagreement for independent determination in accordance with Clause 8.6 of this Deed.

- 1.12. In the event that the Council or an Expert (as defined in Clause 8.6 of this Deed) confirms pursuant to sub-paragraph 1.10.2 of this Schedule 2 or Clause 8.6 (as the context requires) that despite complying with paragraph 1.5 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 but otherwise free from the restrictions in this Schedule 2

2. Off Site Leisure Contribution

To pay to the Council the Off Site Leisure Contribution which is at a rate of £216.90 cost per person calculated as follows:

1 bed unit – 1.3 people

2 bed unit – 1.8 people

3 bed unit – 2.5 people

4 bed unit – 3.1 people

5 bed unit – 3.5 people

The proposed housing mix on site is as follows

2 x 1 bedroom dwellings

57 X 2 bedroom dwellings

80 X 3 bedroom dwellings

42 X 4 bedroom dwellings

7 X 5 bedroom dwellings

Not to Occupy or permit or allow Occupation of the 50th 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:

Part 1 - Education Contribution Triggers

- 1.1 Not to occupy nor permit the occupation of the 70th Dwelling until 50% of the Primary Education Contribution and the Secondary Education Contribution has been paid to the County Council.
- 1.2 Not to occupy nor permit the occupation of the 148th Dwelling until a further 50% of the Primary Education Contribution and the Secondary Education Contribution has been paid to the County Council.

PROVIDED THAT the County Council shall not use the Primary Education Contribution and the Secondary Education Contribution other than for the provision of additional primary school places at the secondary school places at the schools named within this agreement

Part 2 - Highway Contribution

- 2.1 To Pay the Highway Contribution to the County Council upon the Occupation of the 26th Dwelling.
- 2.2 Not to occupy or allow occupation of the 27th Dwelling until the Highway Contribution has been paid to the County Council.

Part 3 - Notification

- 3.1 To notify the County Council at the address shown in this Deed within 10 working days of the above trigger points in paragraph 1 to this Schedule 3 having been reached.

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.
 - 1.4 To provide the Owner such evidence as the Owner may reasonably require to confirm the expenditure of the sums paid by the Owner under this deed
 - 1.5 To act reasonably properly and diligently in exercising its discretion and discharging its functions under the deed. In particular where any notice consent approval or authorisation agreement or other similar affirmation is required under the terms of this deed, the Council will not unreasonably withhold or delay such notice consent approval authorisation agreement or other similar affirmation.

SCHEDULE 5
COUNTY COUNCIL'S EDUCATION CONTRIBUTION METHODOLOGY



Education Contribution Assessment

Land off Clitheroe Road (3/2018/0914)

Ribble Valley Borough Council

7th February 2019

www.lancashire.gov.uk

Education Assessment 7th February 2019

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 Clitheroe 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 2024) **	Projected Pupils by Jan 2024 ***
Whalley Church Of England Primary School	279	315	294
Barrow Primary School	142	190	228
Langho And Billington St Leonard's Church Of England Voluntary Aided Primary School	286	300	357
Total	707	805	879

* 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: -74

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 2020	JAN 2021	JAN 2022	JAN 2023	JAN 2024
705	688	677	668	663

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 **879** pupils in these schools.

Development details

Number of bedrooms	Yield applied per dwelling	Number of dwellings	Primary yield for this development
1	0.01	1	0.01
2	0.07	38	2.66
3	0.16	72	11.52
4	0.38	42	15.96
5	0.44	7	3.08
Totals		160	(33.2) 33 Places

Education requirement

Latest projections for the local primary schools show there to be a shortfall of 74 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 (or equivalent), which already have planning permission.

With an expected yield of 33 places from this development the shortfall would increase to 107.

Therefore, we would be seeking a contribution from the developer in respect of the full pupil yield **of this development**, i.e. 33 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 2024) **	Projected Pupils by Jan 2024 ***
St Augustine's Roman Catholic High School Billington	1052	1075	1122
Ribblesdale High School	1244	1425	1413
Total	2296	2500	2535

* 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: -35

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 2020	JAN 2021	JAN 2022	JAN 2023	JAN 2024
2367	2416	2460	2434	2406

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 **2535** pupils in these schools.

Development details

Number of bedrooms	Yield applied per dwelling	Number of dwellings	Secondary yield for this development
1	0.00	1	0
2	0.03	38	1.14
3	0.09	72	6.48
4	0.15	42	6.3
5	0.23	7	1.61
Totals		160	(15.5) 16 Places

Education Requirement

Latest projections for the local secondary schools show there to be a shortfall of 35 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 16 places from this development the shortfall would increase to 51.

Therefore, we would be seeking a contribution from the developer in respect of the full pupil yield **of this development**, i.e. 16 places.

Summary and Final Calculations

The latest information available at this time was based upon the 2019 School Census and resulting projections.

Based upon the latest assessment, taking into account all approved applications, LCC will be seeking a contribution for 33 primary and 16 secondary school places.

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

Primary places:

$(£12,257 \times 0.97) \times \text{BCIS All-in Tender Price } (318 / 240) \text{ (Q1-2018/Q4-2008)}$

= £15,753.31 per place

$£15,753.31 \times 33 \text{ places} = \textbf{£519,859.23}$

Secondary places:

$(£18,469 \times 0.97) \times \text{BCIS All-in Tender Price } (318 / 240) \text{ (Q1-2018/Q4-2008)}$

= £23,737.28 per place

$£23,737.28 \times 16 \text{ places} = \textbf{£379,796.48}$

This assessment represents the current position on 7th February 2019. LCC reserve the right to reassess the education requirements taking into account the latest information available.

Expenditure Project

Following an initial scoping exercise of the local schools it has been determined that Lancashire County Council intend to use the primary education contribution to provide additional primary places at Barrow Primary School and St Mary's Roman Catholic Primary School. This is the closest primary school to the development that has space to accommodate an expansion.

It has also been determined that Lancashire County Council intend to use the secondary education contribution to provide additional secondary places at St Augustine's Roman Catholic High School. This is the closest secondary school to the development that has space to accommodate an expansion.

Whilst the County Council have confirmed its intention to deliver projects at Barrow Primary School, St Mary's Roman Catholic Primary School and St Augustine's Roman Catholic High School it should be noted that this would be subject to the following:

- willingness of school governing body to expand
- suitability of site
- planning permission & compliance with Section 77 of the Schools Standards and Framework Act 1998 and Schedule 1 to the Academies Act 2010.

- consultation with local schools and the community
- parental preference at the time that the places are required
- school standards at the time that the places are required
- availability of other funding streams

Should the primary and/or secondary education contribution not be spent on the project named within this assessment, the County Council will return the entire sum to the owner. Furthermore, the County Council will ensure that sufficient local primary and secondary school places are provided to address the impact of the development at no cost to the owner.

To ensure that the approach is in line with the Community Infrastructure Levy regulations, the County Council confirms that there are 0 secured Section 106 pooled or proposed expenditure projects against Barrow Primary School and St Mary's Roman Catholic Primary School within the district.

The County Council confirms that there are 2 secured Section 106 pooled (3/2017/0433, 3/2017/0573) against St Augustine's Roman Catholic High School within the district. However, please note that the secondary school has not been proposed as an expenditure project in relation to applications within the district.

Please Note

- **The cost per place used in this assessment is in line with the Education Methodology at the point of assessment. However, the cost per place to be used within the s106 agreement, if this is the district's chosen method of mitigation of the development impact on school places, will be that within the Education Methodology at the point of sealing.**
- **This is the final position at: 7th February 2019. If the decision is deferred at committee a reassessment will be required.**

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 County 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 any interest accrued 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
5. To provide the Owner such evidence as the Owner may reasonably require to confirm the expenditure of the sums paid by the Owner under this deed
6. To act reasonably properly and diligently in exercising its discretion and discharging its functions under the deed. In particular where any notice consent approval or authorisation agreement or other similar affirmation is required under the terms of this deed, the Council will not unreasonably withhold or delay such notice consent approval authorisation agreement or other similar affirmation.

SCHEDULE 7

DRAFT PLANNING PERMISSION

RIBBLE VALLEY BOROUGH COUNCIL

Department of Development

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

Telephone: 01200 425111

Fax: 01200 414488

Planning Fax: 01200 414487

Town and Country Planning Act 1990

PLANNING PERMISSION

APPLICATION NO: 3/2018/0914

DECISION DATE: DRAFT

DATE RECEIVED: 10/10/2018

APPLICANT:

THT and LQ Developments LLP
C/o Agent

AGENT:

Mr Rob Haslam
Savills UK Ltd
12 Booth Street
Manchester
M2 3AW

DEVELOPMENT PROPOSED: Erection of 188 new dwellings including means of access and associated works. To include 57 affordable dwellings (29 affordable rent and 28 shared ownership).

AT: Land off Clitheroe Road Whalley (Lawsonsteads phase 2) BB7 9RG

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. Timings and Commencement

The development hereby approved must be begun not later than the expiration of 18 months beginning with the date of this permission.

REASON: Required to be imposed by Section 51 of the Planning and Compulsory Purchase Act 2004.

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 within the following documentation/drawings:

- Location Plan 2001 Rev: B
- Existing Site Plan 2005 Rev: B
- Proposed Site Plan (GF Plans) AA7403 2010 Rev: D
- Proposed Unit Mix Plan (Roof Plans) AA7403 2011 Rev: R
- Proposed Material Locations AA7403 2012 Rev: D
- Proposed Surface Treatment Layout AA7403 2013 Rev: D
- Proposed Boundary Treatments AA7403 2014 Rev: C
- Proposed Boundary Layout AA7403 2015 Rev: C

/Continued.....

P.T.O.

2. Condition 2 /Continued.....

- Proposed Street Scenes (Sheet 1) AA7403 2020 Rev: D
- Proposed Street Scenes (Sheet 2) AA7403 2021 Rev: D
- Proposed Street Scenes (Sheet 3) AA7403 2022 Rev: E
- Existing and Proposed Sections 01 AA7403 2030 Rev: C
- Existing and Proposed Sections 02 AA7403 2031 Rev: A
- House Type A 2050 Rev: J
- House Type B 2051 Rev: J
- House Type C 2052 Rev: J
- House Type D 2053 Rev: J
- House Type F 2055 Rev: J
- House Type G 2056 Rev: J
- House Type H 2057 Rev: J
- House Type J 2059 Rev: J
- House Type K 2060 Rev: H
- House Type L 2061 Rev: H
- Apartment Type M 2064 Rev: G
- Apartment Type N 2065 Rev: G
- Garage Types 2066 Rev: B
- PROW Interface with Proposed Paths AA7403 SK16
- Green Infrastructure Plan AA7403 L1100 Rev: K
- Sales Area AA7403 SK17
- Proposed Landscape Buffer AA7403 SK12 Rev: A
- Kompan NRO810 - Wobble Bridge
- Kompan NRO821 - Balance Posts with Rope
- Kompan NRO827 - Balance Beam on Springs
- Kompan NRO834 -Tree Climber
- Kompan NRO865 - Agility Trail 6
- Kompan FSW20100 - Parallel Bars
- Kompan FSW20200 - Dip Bench
- Kompan FSW20400 - Decline Bench
- Kompan FSW20501 - Wide Overhead Ladder
- Kompan FSW20600 - Incline Press
- Kompan FSW20700 - Multi Net
- Kompan FSW20900 - Push Up Bars
- Kompan FSW21001 - Triple Parallel Bars High
- Kompan FSW20800 - Pull Up Station
- Butterfly BX/HMP/350003
- Dragonfly BX/HMP/350007
- Tree and hedgerow Survey August 2018 18-0886.02
- Ecological Appraisal September 2018 18-0886.02
- Travel Plan - October 2018
- Transport Statement - October 2018
- Geophysical Survey August 2018

/Continued.....

Condition 2 /continued.....

- Geo-Environmental Risk Assessment July 2018
- Geo-Environmental Assessment September 2018
- Air Quality Assessment October 2018

REASON: For the avoidance of doubt as the proposal was the subject of agreed design improvements and/or amendments and to clarify which plans are relevant to the consent hereby approved.

Matters of Design

3. Notwithstanding the submitted details, details or specifications of all materials to be used on the external surfaces of the development hereby approved shall have been submitted to and approved by the Local Planning Authority before their use in the proposed development. The approved materials shall be implemented within the development in strict accordance with the approved details.

REASON: In order that the Local Planning Authority may ensure that the materials to be used are appropriate to the locality and respond positively to the inherent character of the area.

4. Notwithstanding the submitted details, 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 prior to their installation.

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. The agreed wildlife corridors/gaps shall be retained in perpetuity and thereafter remain free from obstructions which would preclude their use by wildlife.

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 upon protected and non-protected species through the inclusion of measures to retain and enhance habitat connectivity for species of importance or conservation concern.

Landscape and Ecology

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 full details of the timings and phasing of the equipping of the public open space provision, play areas and delivery of the trim-trail/cycle-ways has been submitted to and approved in writing by the Local Planning Authority.

For the avoidance of doubt the submitted details shall provide the details of the numbers of dwellings, within a phase, to be constructed/occupied prior to each area of usable public open space becoming fully equipped/available for use. The provision and equipping of such areas shall thereafter be carried out in strict accordance with the approved details including the agreed timetable for implementation.

REASON: To ensure the adequate provision for public open space and play areas is brought forward in an appropriate phased manner to serve occupiers/residents of the development and wider community.

6. The landscaping proposals hereby approved shall be implemented in the first planting season following occupation or use of the development, 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. All trees/hedgerow shown as being retained within the approved details shall be retained as such in perpetuity.

REASON: To ensure the proposal is satisfactorily landscaped and trees/hedgerow of landscape/visual amenity value are retained as part of the development.

APPLICATION NO. 3/2018/0914

DECISION DATE: DRAFT

7. Prior to the construction of any of the dwellings(s) hereby approved, details of the provisions to be made for building dependent species of conservation concern, artificial bird nesting boxes and artificial bat roosting sites shall have been submitted to, and approved in writing by the Local Planning Authority.

For the avoidance of doubt the details shall identify the nature and type of the nesting boxes/artificial roosting sites and the locations(s) or wall and roof elevations into which the above provisions shall be incorporated.

The development shall be carried out in strict accordance with the approved details and the artificial bird/bat boxes shall be incorporated into the dwelling(s) during the construction stage of the development and be made available for use prior to their first occupation and thereafter retained.

REASON: In the interests of biodiversity and to enhance nesting/roosting opportunities for species of conservation concern and to minimise/mitigate the potential impacts upon protected species resultant from the development

8. During the construction period, all trees as shown to be retained within the submitted Tree and hedgerow Survey Report (August 2018 18-0886.02) shall be protected in accordance with British Standard BS 5837 (2012) or any subsequent amendment to the British Standard.

All protective fencing shall be in accordance with BS5837 (2012): 'Trees in Relation to Construction' and be erected in its entirety prior to any other operations taking place on the site. The agreed tree protection shall remain in place and be maintained for the duration of the construction phase of the development. For the avoidance of doubt no vehicle, plant, temporary building or materials, including raising and or, lowering of ground levels, shall be allowed within the protection areas(s) specified.

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 hereby approved.

9. No removal of vegetation including trees or hedges shall be undertaken within the nesting bird season (1st March - 31st August inclusive) unless a pre-clearance check on the day of removal, by a licenced ecologist, confirms the absence of nesting birds. A letter from the ecologist confirming the absence of nesting birds shall be submitted to the Council within one month of the pre-clearance check being undertaken.

REASON: To ensure that there are no adverse effects on the favourable conservation status of birds, to protect the bird population and species of importance or conservation concern from the potential impacts of the development.

P.T.O.

10. Notwithstanding the submitted details, precise details including a long-term management plan and timings of planting of the landscape buffer margin to the west of plots 143-150 (Proposed Unit Mix Plan AA7403 2011 Rev: R) shall have been submitted to and approved by the Local Planning Authority prior to the construction of any of the aforementioned plot numbers.

The development shall be carried out in strict accordance with the approved details/timings and the approved long-term management plan for the area shall be adhered to for the lifetime of the development.

REASON: To ensure the proposal is satisfactorily landscaped and appropriate to the locality and to ensure that adequate landscape mitigation is provided at an appropriate stage in development to successfully minimise the impacts of the development upon existing neighbouring occupiers.

11. No works to or within 5m of the tree identified as having bat roosting potential (Figure 5 - Ecological Appraisal September 2018) shall be undertaken unless further surveys are undertaken, as specified in section 6.0 of the aforementioned report, have first been submitted to and agreed in writing by the Local Planning Authority.

For the avoidance of doubt, the submitted details shall also specify the requirement for any mitigation (where applicable) and provide precise details, including timings/methodology for the implementation of any required mitigation. The development, including mitigation measures, shall be carried in strict accordance with the approved details and agreed methodologies/timings.

REASON: In the interests of biodiversity and to enhance nesting/roosting opportunities for species of conservation concern and to minimise/mitigate the potential impacts upon protected species resultant from the development

P.T.O.

Highways

12. 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 Residential and Construction Traffic Management Statement/Plan has been submitted to and agreed in writing by the Local Planning Authority.

For the avoidance of doubt, the statement/plan will detail that other than for residents and following the completion of the extents works as shown on drawing AA7403 SK17, there shall be no direct vehicular access for construction or contractor traffic between the site and Springwood Drive or Fountain Way. The submitted details shall include provisions to ensure appropriate traffic management and how such provisions will remain in place, on a phased basis, for the duration of the construction phase of the development. The development shall be carried out in strict accordance with the approved details.

REASON: To limit the number of access points to the highway network and mitigate the potential negative impacts of construction traffic upon the safe operation of the immediate highway network within Whalley.

13. No other works other than those (including the construction of 5 dwellings) indicated as 'sales area' on drawing AA7403 SK17 shall be commenced (with the exception of the formation of the estate spine road/A671 link-road and associated works to facilitate the permanent access off A671) until a temporary signalised access for construction traffic off the A671 Whalley Bypass is in operation and the new estate spine road/link-road has been constructed to at least base course level in accordance with a scheme that shall have first been submitted to and agreed in writing by the Local Planning Authority.

REASON: To enable all construction traffic to enter and leave the site in a safe manner without causing a hazard to other road users or being of detriment to the safe operation of the immediate highways network.

14. No more than 20 units (inclusive of the 5 dwellings/show homes as shown on drawing AA7403 SK17) shall be constructed and occupied until the permanent signalised site access on the A671 has been constructed and is fully operational.

REASON: In the interests of the continued safe operation of the immediate highway during the construction phase of the development.

15. Following the completion of all works (including the construction of 5 dwellings) as indicated as 'sales area' on drawing AA7403 SK17, no construction or contractor traffic shall enter or leave the site via Springwood Drive or Fountain Way.

REASON: In the interests of the continued safe operation of the immediate highway during the construction phase of the development

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16. Prior to first occupation of any of the dwellings hereby approved, a Travel Plan shall be submitted to, and approved in writing by, the Local Planning Authority in consultation with the Highway Authority.

The Travel Plan shall be implemented within the timescales set out in the approved details and will be audited and updated at intervals not greater than 18 months to ensure that the approved Plan is carried out, the details of which shall be submitted to and agreed by the Local Planning Authority within 2 months of the audit.

REASON: To promote and provide access to sustainable transport options.

17. No development shall take place until a Construction Method Statement has been submitted to and approved in writing by the local planning authority. For the avoidance of doubt the submitted information shall provide precise details of:

- A.The siting and location of parking for vehicles of site operatives and visitors
- B.The siting and location for the loading and unloading of plant and materials
- C.The siting and locations of all site cabins
- D.The siting and location of storage of plant and materials used in constructing the development
- E.The siting and locations of security hoarding
- F.The siting 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).
- G.The timings/frequencies of mechanical sweeping of the adjacent roads/highway
- H.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)
- I.The highway routes of plant and material deliveries to and from the site.
- J.Measures to ensure that construction and delivery vehicles do not impede access to adjoining properties.
- K.Days and hours of operation for all construction works.
- L.Contact details for the site manager(s)

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

REASON: In the interests of protecting residential amenity from noise and disturbance and to ensure the safe operation of the Highway for the duration of the construction phase of the development.

P.T.O.

Flooding and Drainage

18. 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, temporary surface water storage facilities, details of the methods employed to delay and control surface water discharged from the site, details of any 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 57.7 L/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.
- f) Details of an appropriate management and maintenance plan for the surface water drainage scheme for the lifetime of the development. This should also include details regarding the future management and maintenance of any ordinary watercourses located within or adjacent to the application site.

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 and ordinary watercourses shall be retained, managed and maintained in accordance with the approved details.

REASON: To ensure that the proposed development can be adequately drained, to ensure that there is no flood risk on or off the site resulting from the proposed development, to ensure that water quality is not detrimentally impacted by the development proposal and to ensure that appropriate maintenance mechanisms are put in place for the lifetime of the development.

19. 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.

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20. 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 the means of ensuring the water mains that are laid within the site boundary are protected from damage as a result of the development have been submitted to and approved by the Local Planning Authority in writing. The details shall outline the potential impacts on the water mains from construction activities and the impacts post completion of the development on the water mains infrastructure that crosses the site and identify mitigation measures to protect and prevent any damage to the water mains. Any mitigation measures shall be implemented in full in accordance with the approved details.

REASON: In the interest of public health and to ensure protection of the public water supply.

21. The drainage for the development hereby approved, shall be carried out in accordance with principles set out in the submitted Foul & Surface Water Drainage Design Drawing D0102, Rev P2 - Dated Aug 18 which was prepared by Civic Engineers. For the avoidance of doubt no surface water will be permitted to drain directly or indirectly into the public sewer. The development shall be completed in strict accordance with the approved details.

REASON: To ensure a satisfactory form of development and to prevent an undue increase in surface water run-off and to reduce the risk of flooding.

Archaeology

22. No development, site clearance/preparation, or demolition shall commence until the applicant or their agent or successors in title has secured the implementation of a phased programme of archaeological work in accordance with a written scheme of investigation, which shall be submitted to, and approved in writing by, the local planning authority. The programme of works shall include an initial phase of geophysical survey and trial trenching, as well as the compilation of a report on the work undertaken and the results obtained. These works should aim to establish the presence or absence of buried archaeological remains and their nature, date, extent and significance. If remains are encountered, then a subsequent phase of impact mitigation (which may include preservation in situ by the appropriate design or siting of new roads, structures and buildings, formal excavation of remains or other actions) and a phase of appropriate analysis, reporting and publication shall be developed and a further written scheme of investigation submitted to and agreed with the Local Planning Authority and that further scheme implemented before development commences. All archaeological works shall be undertaken by an appropriately qualified and experienced professional archaeological contractor and comply with the standards and guidance set out by the Chartered Institute for Archaeologists (CIfA). The development shall be carried out in strict accordance with the agreed details.

REASON: To ensure and safeguard the investigation and recording of matters of archaeological/historical importance associated with the development site.

P.T.O.

APPLICATION NO. 3/2018/0914

DECISION DATE: DRAFT

Other Matters

23. Notwithstanding the submitted details, no development, including any site preparation, demolition, scrub/hedgerow clearance or tree works/removal shall commence or be undertaken on site until details of the pumping-station/sub-station and/or all utility-structures/buildings and their precise location shall have been submitted to and agreed in writing by the Local Planning Authority.

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 responds appropriately to the character of the area.

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.

NICOLA HOPKINS
DIRECTOR ECONOMIC DEVELOPMENT & PLANNING

SCHEDULE 8

SCHEDULE OF ACCOMODATION AND RELATED PLAN OF ACCOMODATION

SCHEDULE OF ACCOMMODATION - BREAKDOWN

Project Title: Clitheroe Road, Whalley
Reference: AA7403 01-04 004
Revision: A
Date: 03/07/2019
Author: JM

Plot Number:	Tenure Type:	House Type:	House Size:	Area (m ²):	Area (ft ²):	Type:	Building Reg. Category:
1	OMS	A	5B8P	173.7	1869.7	2 Storey House	1
2	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
3	OMS	F	3B5P	99.5	1071.0	2 Storey House	1
4	OMS	F	3B5P	99.5	1071.0	2 Storey House	1
5	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
6	OMS	H	3B4P	85.6	921.4	2 Storey House	1
7	OMS	H	3B4P	85.6	921.4	2 Storey House	1
8	OMS	H	3B4P	85.6	921.4	2 Storey House	1
9	OMS	H	3B4P	85.6	921.4	2 Storey House	1
10	OMS	J	2B3P	71.2	766.4	2 Storey House	1
11	OMS	J	2B3P	71.2	766.4	2 Storey House	1
12	Affordable Rent	J	2B3P	71.2	766.4	2 Storey House	1
13	Affordable Rent	J	2B3P	71.2	766.4	2 Storey House	1
14	Affordable Rent	J	2B3P	71.2	766.4	2 Storey House	2 (Over 55s)
15	Affordable Rent	H	3B4P	85.6	921.4	2 Storey House	1
16	Affordable Rent	H	3B4P	85.6	921.4	2 Storey House	1
17	Affordable Rent	J	2B3P	71.2	766.4	2 Storey House	1
18	Affordable Rent	J	2B3P	71.2	766.4	2 Storey House	1
19	Affordable Rent	J	2B3P	71.2	766.4	2 Storey House	1
20	Affordable Rent	J	2B3P	71.2	766.4	2 Storey House	1
21	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
22	OMS	H	3B4P	85.6	921.4	2 Storey House	1
23	OMS	H	3B4P	85.6	921.4	2 Storey House	1
24	OMS	A	5B8P	173.7	1869.7	2 Storey House	1
25	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
26	OMS	F	3B5P	99.5	1071.0	2 Storey House	1
27	OMS	F	3B5P	99.5	1071.0	2 Storey House	1
28	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
29	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
30	OMS	A	5B8P	173.7	1869.7	2 Storey House	1
31	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
32	OMS	F	3B5P	99.5	1071.0	2 Storey House	1

SCHEDULE OF ACCOMMODATION - BREAKDOWN

Project Title: Clitheroe Road, Whalley

Reference: AA7403 01-04 004

Revision: A

Date: 03/07/2019

Author: JM

Plot Number:	Tenure Type:	House Type:	House Size:	Area (m²):	Area (ft²):	Type:	Building Reg. Category:
33	OMS	F	3B5P	99.5	1071.0	2 Storey House	1
34	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
35	OMS	K	2B3P	65.2	701.8	1 Storey Bungalow	2 (Over 55s)
36	OMS	K	2B3P	65.2	701.8	1 Storey Bungalow	2 (Over 55s)
37	OMS	H	3B4P	85.6	921.4	2 Storey House	1
38	OMS	H	3B4P	85.6	921.4	2 Storey House	1
39	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
40	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
41	OMS	G	3B5P	99.5	1071.0	2 Storey House	1
42	OMS	G	3B5P	99.5	1071.0	2 Storey House	1
43	OMS	F	3B5P	99.5	1071.0	2 Storey House	1
44	OMS	F	3B5P	99.5	1071.0	2 Storey House	1
45	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
46	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
47	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
48	OMS	G	3B5P	99.5	1071.0	2 Storey House	1
49	OMS	G	3B5P	99.5	1071.0	2 Storey House	1
50	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
51	OMS	H	3B4P	85.6	921.4	2 Storey House	2 (Over 55s)
52	OMS	H	3B4P	85.6	921.4	2 Storey House	2 (Over 55s)
53	OMS	G	3B5P	99.5	1071.0	2 Storey House	1
54	OMS	G	3B5P	99.5	1071.0	2 Storey House	1
55	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
56	OMS	J	2B3P	71.2	766.4	2 Storey House	1
57	OMS	J	2B3P	71.2	766.4	2 Storey House	1
58	Affordable Rent	N	1B2P	53.7	578.0	1 Level Apartment	2 (Over 55s)
59	Affordable Rent	N	1B2P	53.7	578.0	1 Level Apartment	1
60	Affordable Rent	M	2B3P	63.9	687.8	1 Level Apartment	2 (Over 55s)
61	Affordable Rent	M	2B3P	63.9	687.8	1 Level Apartment	1
62	Affordable Rent	M	2B3P	63.9	687.8	1 Level Apartment	2 (Over 55s)
63	Affordable Rent	M	2B3P	63.9	687.8	1 Level Apartment	1
64	Affordable Rent	M	2B3P	63.9	687.8	1 Level Apartment	2 (Over 55s)

SCHEDULE OF ACCOMMODATION - BREAKDOWN

Project Title: Clitheroe Road, Whalley

Reference: AA7403 01-04 004

Revision: A

Date: 03/07/2019

Author: JM

Plot Number:	Tenure Type:	House Type:	House Size:	Area (m²):	Area (ft²):	Type:	Building Reg. Category:
65	Affordable Rent	M	2B3P	63.9	687.8	1 Level Apartment	1
66	Affordable Rent	M	2B3P	63.9	687.8	1 Level Apartment	2 (Over 55s)
67	Affordable Rent	M	2B3P	63.9	687.8	1 Level Apartment	1
68	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
69	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
70	OMS	F	3B5P	99.5	1071.0	2 Storey House	1
71	OMS	F	3B5P	99.5	1071.0	2 Storey House	1
72	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
73	OMS	C	4B7P	135.0	1453.1	2 Storey House	1
74	OMS	C	4B7P	135.0	1453.1	2 Storey House	1
75	OMS	C	4B7P	135.0	1453.1	2 Storey House	1
76	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
77	OMS	F	3B5P	99.5	1071.0	2 Storey House	1
78	OMS	F	3B5P	99.5	1071.0	2 Storey House	1
79	OMS	D	3B5P	99.5	1071.0	2 Storey House	1
80	OMS	C	4B7P	135.0	1453.1	2 Storey House	1
81	OMS	C	4B7P	135.0	1453.1	2 Storey House	1
82	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
83	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
84	OMS	C	4B7P	135.0	1453.1	2 Storey House	1
85	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
86	OMS	D	3B5P	99.5	1071.0	2 Storey House	1
87	Shared Ownership	J	2B3P	71.2	766.4	2 Storey House	1
88	Shared Ownership	J	2B3P	71.2	766.4	2 Storey House	1
89	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	1
90	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	1
91	Shared Ownership	J	2B3P	71.2	766.4	2 Storey House	1
92	Shared Ownership	J	2B3P	71.2	766.4	2 Storey House	1
93	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	1
94	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	1
95	Shared Ownership	J	2B3P	71.2	766.4	2 Storey House	1
96	Shared Ownership	J	2B3P	71.2	766.4	2 Storey House	1

SCHEDULE OF ACCOMMODATION - BREAKDOWN

Project Title: Clitheroe Road, Whalley
Reference: AA7403 01-04 004
Revision: A
Date: 03/07/2019
Author: JM

Plot Number:	Tenure Type:	House Type:	House Size:	Area (m²):	Area (ft²):	Type:	Building Reg. Category:
97	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	1
98	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	1
99	OMS	D	3B5P	99.5	1071.0	2 Storey House	1
100	OMS	F	3B5P	99.5	1071.0	2 Storey House	1
101	OMS	F	3B5P	99.5	1071.0	2 Storey House	1
102	OMS	D	3B5P	99.5	1071.0	2 Storey House	1
103	Shared Ownership	L	2B3P	61.0	656.6	1 Storey Bungalow	2 (Over 55s)
104	Shared Ownership	L	2B3P	61.0	656.6	1 Storey Bungalow	2 (Over 55s)
105	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	2 (Over 55s)
106	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	2 (Over 55s)
107	Shared Ownership	J	2B3P	71.2	766.4	2 Storey House	2 (Over 55s)
108	Shared Ownership	J	2B3P	71.2	766.4	2 Storey House	2 (Over 55s)
109	OMS	D	3B5P	99.5	1071.0	2 Storey House	1
110	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
111	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
112	OMS	A	5B8P	173.7	1869.7	2 Storey House	1
113	OMS	D	3B5P	99.5	1071.0	2 Storey House	1
114	OMS	G	3B5P	99.5	1071.0	2 Storey House	1
115	OMS	G	3B5P	99.5	1071.0	2 Storey House	1
116	OMS	J	2B3P	71.2	766.4	2 Storey House	2 (Over 55s)
117	OMS	J	2B3P	71.2	766.4	2 Storey House	2 (Over 55s)
118	OMS	A	5B8P	173.7	1869.7	2 Storey House	1
119	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
120	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
121	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
122	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
123	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
124	OMS	H	3B4P	85.6	921.4	2 Storey House	1
125	OMS	H	3B4P	85.6	921.4	2 Storey House	1
126	OMS	H	3B4P	85.6	921.4	2 Storey House	1
127	OMS	H	3B4P	85.6	921.4	2 Storey House	1
128	OMS	H	3B4P	85.6	921.4	2 Storey House	1

SCHEDULE OF ACCOMMODATION - BREAKDOWN

Project Title: Clitheroe Road, Whalley
Reference: AA7403 01-04 004
Revision: A
Date: 03/07/2019
Author: JM

Plot Number:	Tenure Type:	House Type:	House Size:	Area (m ²):	Area (ft ²):	Type:	Building Reg. Category:
129	Affordable Rent	H	3B4P	85.6	921.4	2 Storey House	1
130	Affordable Rent	H	3B4P	85.6	921.4	2 Storey House	1
131	Affordable Rent	H	3B4P	85.6	921.4	2 Storey House	2 (Over 55s)
132	Affordable Rent	H	3B4P	85.6	921.4	2 Storey House	2 (Over 55s)
133	OMS	J	2B3P	71.2	766.4	2 Storey House	1
134	OMS	J	2B3P	71.2	766.4	2 Storey House	1
135	OMS	J	2B3P	71.2	766.4	2 Storey House	1
136	OMS	J	2B3P	71.2	766.4	2 Storey House	1
137	Affordable Rent	H	3B4P	85.6	921.4	2 Storey House	1
138	Affordable Rent	H	3B4P	85.6	921.4	2 Storey House	1
139	Affordable Rent	H	3B4P	85.6	921.4	2 Storey House	1
140	Affordable Rent	H	3B4P	85.6	921.4	2 Storey House	1
141	Affordable Rent	H	3B4P	85.6	921.4	2 Storey House	1
142	Affordable Rent	H	3B4P	85.6	921.4	2 Storey House	1
143	OMS	K	2B3P	65.2	701.8	1 Storey Bungalow	2 (Over 55s)
144	OMS	K	2B3P	65.2	701.8	1 Storey Bungalow	2 (Over 55s)
145	OMS	K	2B3P	65.2	701.8	1 Storey Bungalow	2 (Over 55s)
146	OMS	K	2B3P	65.2	701.8	1 Storey Bungalow	2 (Over 55s)
147	OMS	K	2B3P	65.2	701.8	1 Storey Bungalow	2 (Over 55s)
148	OMS	K	2B3P	65.2	701.8	1 Storey Bungalow	2 (Over 55s)
149	OMS	H	3B4P	85.6	921.4	2 Storey House	1
150	OMS	H	3B4P	85.6	921.4	2 Storey House	1
151	OMS	A	5B8P	173.7	1869.7	2 Storey House	1
152	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
153	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
154	OMS	A	5B8P	173.7	1869.7	2 Storey House	1
155	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
156	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
157	OMS	D	3B5P	99.5	1071.0	2 Storey House	1
158	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
159	OMS	B	4B7P	150.2	1616.8	2 Storey House	1
160	OMS	B	4B7P	150.2	1616.8	2 Storey House	1

SCHEDULE OF ACCOMMODATION - BREAKDOWN

Project Title: Clitheroe Road, Whalley
Reference: AA7403 01-04 004
Revision: A
Date: 03/07/2019
Author: JM

Plot Number:	Tenure Type:	House Type:	House Size:	Area (m²):	Area (ft²):	Type:	Building Reg. Category:
161	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	1
162	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	1
163	OMS	J	2B3P	71.2	766.4	2 Storey House	1
164	OMS	J	2B3P	71.2	766.4	2 Storey House	1
165	OMS	H	3B4P	85.6	921.4	2 Storey House	1
166	OMS	H	3B4P	85.6	921.4	2 Storey House	1
167	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	1
168	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	1
169	OMS	J	2B3P	71.2	766.4	2 Storey House	1
170	OMS	J	2B3P	71.2	766.4	2 Storey House	1
171	OMS	J	2B3P	71.2	766.4	2 Storey House	1
172	OMS	J	2B3P	71.2	766.4	2 Storey House	1
173	OMS	H	3B4P	85.6	921.4	2 Storey House	1
174	OMS	H	3B4P	85.6	921.4	2 Storey House	1
175	OMS	J	2B3P	71.2	766.4	2 Storey House	1
176	OMS	J	2B3P	71.2	766.4	2 Storey House	1
177	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	1
178	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	1
179	Shared Ownership	J	2B3P	71.2	766.4	2 Storey House	1
180	Shared Ownership	J	2B3P	71.2	766.4	2 Storey House	1
181	OMS	J	2B3P	71.2	766.4	2 Storey House	1
182	OMS	J	2B3P	71.2	766.4	2 Storey House	1
183	OMS	H	3B4P	85.6	921.4	2 Storey House	1
184	OMS	H	3B4P	85.6	921.4	2 Storey House	1
185	OMS	J	2B3P	71.2	766.4	2 Storey House	1
186	OMS	J	2B3P	71.2	766.4	2 Storey House	1
187	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	2 (Over 55s)
188	Shared Ownership	H	3B4P	85.6	921.4	2 Storey House	2 (Over 55s)

