

Dated 30th August 2019

RIBBLE VALLEY BOROUGH COUNCIL

and

LANCASHIRE COUNTY COUNCIL

and

BARROW LANDS CO. LIMITED

and

TAYLOR WIMPEY UK LIMITED

and

BDW TRADING LIMITED

Agreement

**pursuant to Section 106 of the Town and Country
Planning Act 1990 relating to land west of Whalley
Road and south west of Barrow, near Clitheroe
Lancashire**

Planning application 3/2019/0012

Contents

Clause	Page
1. DEFINITIONS.....	1
2. CONSTRUCTION OF THIS DEED	8
3. LEGAL BASIS	9
4. CONDITIONALITY.....	9
5. THE OWNER'S COVENANTS.....	9
6. THE COUNCIL'S COVENANTS	10
7. THE COUNTY COUNCIL'S COVENANTS	10
8. LOCAL LAND CHARGE	10
9. COMMUNICATION AND COUNCIL'S CONSENT OR APPROVAL.....	10
10. TERMINATION OF THIS DEED	10
11. THE CONTRACTS ACT	10
12. COUNCILS' POWERS.....	10
13. LIABILITIES.....	11
14. EXEMPTIONS	11
15. WAIVER	11
16. VAT	11
17. JURISDICTION	11
18. DISPUTE PROVISIONS.....	11
19. DELIVERY	12
20. FUTURE PERMISSION.....	12
Schedule 1 (FIRST SCHEDULE)	13
Schedule 2 (SECOND SCHEDULE)	14
Schedule 3 (THIRD SCHEDULE).....	1
Schedule 4 (FOURTH SCHEDULE).....	5
Schedule 5 (FIFTH SCHEDULE)	6

This Agreement is made the day of

30th August

2019

Between

- 1) **Ribble Valley Borough Council** of Council Offices, Church Walk, Clitheroe, Lancashire BB7 2RA ("the Council")
- 2) **Lancashire County Council** of County Hall, Fishergate, Preston, Lancashire PR1 8XJ ("the County Council")
- 3) **Barrow Lands Co. Limited** (Company Registration Number: 04173971) c/o Boodle Hatfield Llp, 240 Blackfriars Road, London, England, SE1 8NW ("the Owner")
- 4) **Taylor Wimpey UK Limited** (Company Registration Number: 01392762) whose registered office is Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR ("the First Developer")
- 5) **BDW Trading Limited** (Company Registration Number: 3018173) whose registered office is at Developer House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF ("the Second Developer")

Whereas

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the authority by whom the obligations hereby created are enforceable.
- B. The County Council is a local planning authority for the purposes of Section 336 of the Act and is the authority by whom the County Obligations are enforceable.
- C. The Owner is the registered freehold proprietor of the Site, which is registered at the Land Registry under part of title numbers LAN14658 and LA61357.
- D. The First Developer and the Second Developer have exchanged contracts with the Owner on [30th August 2019.] for the acquisition by the First Developer and (separately) the Second Developer of various parcels comprising the Site.
- E. The Application has been submitted to the Council and the Council's Planning Committee resolved on 30 May 2019 to grant the Planning Permission subject to the prior completion of this Deed.
- F. Accordingly, the Owner and the Council have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council and County Council against the Owner and its successors in title.

Now this Deed witnesses as follows:

1. DEFINITIONS

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

"Accrington Road/A671 Works"	those highway improvements and signalisation works shown indicatively on drawing number VN20066-17 Rev A attached to Schedule 6 hereto subject to such reasonable changes to which technical approval from the County Council is given subsequent to the date hereof;
"Act"	the Town and Country Planning Act 1990 (as amended);
"Affordable Housing"	housing provided to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 of the National Planning Policy Framework (or any successor policy or legislation in respect of affordable housing that replaces or supplements it);
"Affordable Housing Provider"	a body whose functions or aims include the provision or management of affordable housing (including affordable housing of the type and amount proposed within the Development) including a Housing Association, Housing Company or Trust registered as a Registered Provider (pursuant to the Housing Act 1996, the Housing and Regeneration Act 2008 or any relevant successor legislation);
"Affordable Housing Units"	the Affordable Housing to be provided on the Site shown coloured pink, blue, green, and brown on Plan 2 which shall be 30% of the total number of Dwellings a certain number of which equates to 7.5% of the total number of Dwellings which shall be Bungalows comprising Over 55 Accommodation ;
"Affordable Rented Units for the Elderly"	the nine (9) no. Bungalows comprising Over 55 Accommodation shown coloured brown on Plan 2 save where agreed otherwise by the Council;
"Affordable Rent"	an affordable rent that is subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable), in accordance with government policy or the Local Housing Allowance rate where lower;
"Affordable Rented Units"	those Affordable Housing Units to be provided on the Site and to be constructed in accordance with the Planning Permission and to be made available at an Affordable Rent which are the nine (9) no. Dwellings shown coloured brown and the fourteen (14) no. shown coloured blue on Plan 2 save where agreed otherwise by the Council and the term "Affordable Rented Unit" shall be construed accordingly;
"Application"	the application for detailed planning permission for the Development and allocated reference number 3/2019/0012;

"BCIS"

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), where;

$$A \times B/C = D$$

Where;

A = the contribution payable in accordance with this deed

B = the figure shown in the BCIS All-in Tender Price Index for the period immediately prior to the date of payment under this Agreement

C = the figure shown in the BCIS All-in Tender Price Index for the period last published before that date of this Agreement and

D = the recalculated sum under this Agreement

"Bungalow"

means a unit of accommodation that provides a principal 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.

"Chargee"

in relation to the Affordable Housing Units a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver;

"Commencement of Development"

the implementation of the Planning Permission by the carrying out of any material operation as defined by Section 56 of the Act but, provided as follows:

(1) the Planning Permission is deemed not to be implemented for the purposes of this Deed by any works of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, site surveys, the carrying out of any decontamination or landfill works, diversion and laying of services, erection of any temporary means of enclosure fencing or hoardings, the temporary display of site notices or advertisements and the term "Commence the Development" shall be construed accordingly;

(2) where the context permits, the term Commencement of Development shall relate to the earliest date on which the work described for the purposes of paragraph 1 of this definition are carried out on a discrete Phase or other part of the Site.

"County Obligations"

those obligations contained in paragraphs 6 and 7 of the Third Schedule;

"Developer"

means the First Developer and the Second Developer acting jointly;

"Development"

the Development of the Site pursuant to the Planning Permission;

"Discount for Sale Restriction"

the restriction to be entered in the Proprietorship Register at the Land Registry in relation to each Discount for Sale Unit in the following terms (subject to any amendments thereto required by the Land Registry and agreed between the parties hereto):

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the solicitor of the disponor or the donee or Ribble Valley Borough Council that the provisions of paragraph 1.3 of Schedule 3 of a S106 Agreement dated [] and made between (1) Ribble Valley Borough Council (2) Lancashire County Council and (3) Barrow Lands CO. Limited and (4) Taylor Wimpey UK Limited and (5) BDW Trading Limited have been complied with or do not apply to the disposition."

"Discounted Units"	Market	Affordable Housing Units which are to be sold at the Discounted Sale Price;
"Discounted Price"	Sale	a sale price which equates to 60% of the Discounted Market Unit Open Market Value (to be determined in accordance with paragraph 1.3.2 of Schedule 3)
"Dwelling"		any one of the dwellings constructed on the Site pursuant to the Planning Permission;
"GBCI"		means the BCIS General Building Cost 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;
"Housing Need"		such people who in the reasonable determination of the Council are unable to purchase or otherwise secure reasonably suitable accommodation in the normal open market for property in the Administrative Area of the Council;
"Interest"		the base rate of the Bank of England from time to time;
"National Planning Policy Framework"		means the National Planning Policy Framework produced by the Ministry of Housing, Communities and Local Government dated February 2019 and any revisions/amendments/subsequent policy relating to Affordable Housing;
"Occupied"		occupation for the purposes permitted by the Planning Permission and/or Outline Planning Permission (as the context permits) but not including occupation by personnel engaged in construction, fitting out or decoration, marketing, display or security of the Development and/or the development to which the Outline Planning Permission relates and the term "Occupy" shall be construed accordingly;
"Open Dwellings"	Market	those Dwellings which are not Affordable Housing Units;
"Original Planning Obligations"		the obligations contained in Schedule 4 of the "Confirmed Copy of Original Agreement" annexed to Appendix 2 of the Agreement dated 10 July 2017 and made pursuant to s106A of the Act that was entered into by the Council (1) the County Council (2) the Owner and Gedlew Limited (3) and C Hoare & Co (4);
"Outline Planning Permission"		the Outline Planning Permission granted on appeal, reference APP/T2350/A/2190088 against the Council's non determination of application 3/2012/0630 and dated 20 February 2014 for the provision of up to 504 dwellings, including affordable housing, with three vehicular and pedestrian accesses onto Whalley Road,

on-site landscaping, formal and informal open space and associated infrastructure works including a new foul water pumping station;

**"Over 55
Accommodation"**

Save where agreed otherwise a Dwelling that shall not be occupied by a person who is not disabled and/or is under the age of 55 years except that in circumstances of a married couple or civil partnership where at least one person in the married couple or civil partnership is not less than 55 years of age or is disabled. All internal 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)

"Plan 1"

the plan attached to this Deed at the First Schedule and marked "Plan 1" and identifying the Site;

"Plan 2"

the plan attached to this Deed at the First Schedule and marked "Plan 2" identifying the Affordable Housing and the Over 55 Accommodation;

**"Planning
Permission"**

the full planning permission subject to conditions to be granted by the Council pursuant to the Application in the form of the draft planning permission attached to the Second Schedule;

**"Primary Education
Contribution"**

means the sum equating to £708,898.95 adjusted by BCIS to be paid to the County Council in accordance with the terms of this Deed for the provision of additional primary school places at St James Primary School or any subsequent name or designation by which it is known;

"Protected Tenant"

any tenant of a particular Affordable Housing Unit who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Rented Unit; or
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Rented Unit;
- (c) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently

purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;

"Regulator"	the Regulator of Social Housing established pursuant to Part 2 of the Housing and Regeneration Act 2008 or any similar authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;
"Relevant Dwellings"	any residential unit of accommodation whether constructed pursuant to the Planning Permission or the Outline Planning Permission;
"Secondary Education Contribution"	means the sum equating to £498,482.88 adjusted by BCIS to be paid to the County Council in accordance with the terms of this Deed for the provision of additional secondary school places at Ribblesdale High School or any subsequent name or designation by which it is known;
"Shared Ownership Lease"	such lease as shall from time to time be in material accordance with the Homes England (or any successor) model form of shared ownership lease or such other successor bodies model form of lease;
"Shared Ownership Occupancy Criteria"	<p>means person(s) who are first time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either:</p> <ul style="list-style-type: none">(a) currently living in the Borough of Ribble Valley for more than 10 years; or(b) currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years; or(c) currently living in the Borough of Ribble Valley and have done so for a minimum of 12 months; or(d) currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid; or(e) Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined a mother, father, brother, sister or adult dependent children; or(f) Persons who are former residents of the Borough of Ribble Valley who have moved from the

Borough because of a lack of affordable housing in the Borough; or

Non first time buyers who can meet one of the qualification provisions set out in paragraphs a-f above;

"Shared Ownership Units" those Affordable Housing Units which are to be owned and managed by a Registered Provider such that they shall be occupied on the basis of a Shared Ownership Lease which are the thirty eight (38) no. Dwellings shown shaded pink and the nine (9) no. Dwellings shown shaded green on Plan 2 save where agreed otherwise with the Council;

"Shared Ownership Units for the Elderly" nine (9) of the Bungalows comprising Over 55 Accommodation shown shaded green on Plan 2 save where agreed otherwise by the Council;

"Site" means the land against which this Deed may be enforced as shown edged red on the Plan;

"Southern Gateway Works" means the works indicatively shown on drawing number VN20066-08 Rev E attached to Schedule 6 hereto and as may be subject to such reasonable amendment to which technical approval from the County Council is given subsequent to the date hereof.

"Substantial Completion" in relation to a Dwelling the term "Substantial Completion" shall be interpreted in accordance with Section 171B of the Act and relevant case law under that Section and the term "Substantially Completed" shall be construed accordingly;

"Working Day" any day apart from Saturday and Sunday and statutory bank holidays.

2. CONSTRUCTION OF THIS DEED

- 2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed (unless the context otherwise requires).
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4. Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly, or against each of them individually unless there is express provision otherwise.

- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council or the County Council the successors to their respective statutory functions as local planning authority.
- 2.7. The headings and contents list are for reference only and shall not affect construction.
- 2.8. Any covenant by the Owner or the Council or the County Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.9. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

3. **LEGAL BASIS**

- 3.1. This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2. The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and County Council as relevant as local planning authority against the Owner.

4. **CONDITIONALITY**

- 4.1. The obligations contained within this Deed are conditional upon:

- 4.1.1. the grant of the Planning Permission; and
- 4.1.2. the Commencement of Development.

save for the provisions of Clauses 8 to 21 which shall come into effect immediately upon the completion of this Deed.

5. **THE OWNER'S COVENANTS**

- 5.1. The Owner covenants with the County Council (so as to bind the Site) to fully observe and perform the obligations in this Deed including those obligations set out in paragraphs 6 and 7 of the Third Schedule and hereby agrees that the Site shall be subject to the obligations, restrictions and covenants herein, such obligations being planning obligations for the purposes of section 106 of the Act.
- 5.2. The Owner covenants with the Council (so as to bind the Affordable Housing Land) to fully observe and perform the obligations in paragraphs 1 to 5 of the Third Schedule and hereby agrees that the Affordable Housing Land shall be subject to the obligations, restrictions and covenants in paragraphs 1 to 5 of the Third Schedule, such obligations being planning obligations for the purposes of section 106 of the Act.

6. **THE COUNCIL'S COVENANTS**

- 6.1. The Council covenants with the Developer and the Owner to observe and perform the obligations set out in the Fourth Schedule.

7. **THE COUNTY COUNCIL'S COVENANTS**

- 7.1. The County Council covenants with the Developer and the Owner to observe and perform the obligations set out in the Fifth Schedule.

8. **LOCAL LAND CHARGE**

- 8.1. This Deed shall be registrable as a local land charge by the Council.
- 8.2. Following the performance and satisfaction of all the obligations contained in this Deed or where the obligations under this Deed are no longer enforceable the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed against the Site (or relevant part).

9. **MISCELLANEOUS**

- 9.1. The Owner shall pay to the Council and the County Council on completion of this Deed the reasonable legal costs of the Council and the County Council incurred in the negotiation, preparation and execution of this Deed in the sums of £ £744.60 and £350.00 respectively.

10. **COMMUNICATION AND COUNCIL'S CONSENT OR APPROVAL**

- 10.1. Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

11. **TERMINATION OF THIS DEED**

- 11.1. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn (without the consent of the Owner) or it is modified by any statutory procedure or expires prior to the Commencement of Development.

12. **THE CONTRACTS ACT**

- 12.1. Save as provided in respect of successors in title to the Site or any successor to the relevant statutory function of the Council and/or County Council this Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit, rights or claims whatsoever thereto.

13. **COUNCILS' POWERS**

- 13.1. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations respectively of the Council and the County

Council under all statutes bye-laws statutory instruments orders and regulations in the exercise of their functions as local authority.

14. **LIABILITIES**

- 14.1. No person shall be liable for any breach, non-performance and non-observance of any covenant, obligation or restriction or other provision of this Deed after it shall have parted with all or part of its interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 14.2. No purchaser or tenant of any individual Dwelling (or their mortgagee) to be constructed on the Site or a statutory undertaker shall be liable for any of the covenants contained in this Deed except that paragraph 1.4 of the Third Schedule shall, subject to the terms of this Deed – and in particular subject to exemption in clause 15 below, bind the purchaser or tenant of an Affordable Housing Unit.
- 14.3. Subject to the provisions of clause 21 below, 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.

15. **EXEMPTIONS**

- 15.1. From the date of Substantial Completion of each Affordable Housing Unit it shall not be used other than for Affordable Housing save that this obligation shall not be binding on any Chargee of an Affordable Housing Unit or Affordable Housing Unit of the Site or their successors in title or Chargees nor on a Protected Tenant or their successors in title and mortgagees and statutory undertakers.

16. **WAIVER**

- 16.1. No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

17. **VAT**

- 17.1. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

18. **JURISDICTION**

- 18.1. This Deed is governed by and interpreted in accordance with the law of England and Wales.

19. **DISPUTE PROVISIONS**

- 19.1. In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed (except matters of law which shall remain the jurisdiction of the courts) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert 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.

- 19.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 19.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 19.3. Any expert howsoever appointed shall 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.
- 19.4. The expert shall 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.

20. **DELIVERY**

- 20.1. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

21. **FUTURE PERMISSION**

- 21.1. In the event that a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of the Act this Deed shall continue in full force in respect of the Planning Permission with the relevant condition or conditions so varied.
- 21.2. In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of that application references to Planning Permission in this Deed shall include the new planning permission granted pursuant to Section 73 of the Act and this Deed shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act unless required by the Council.

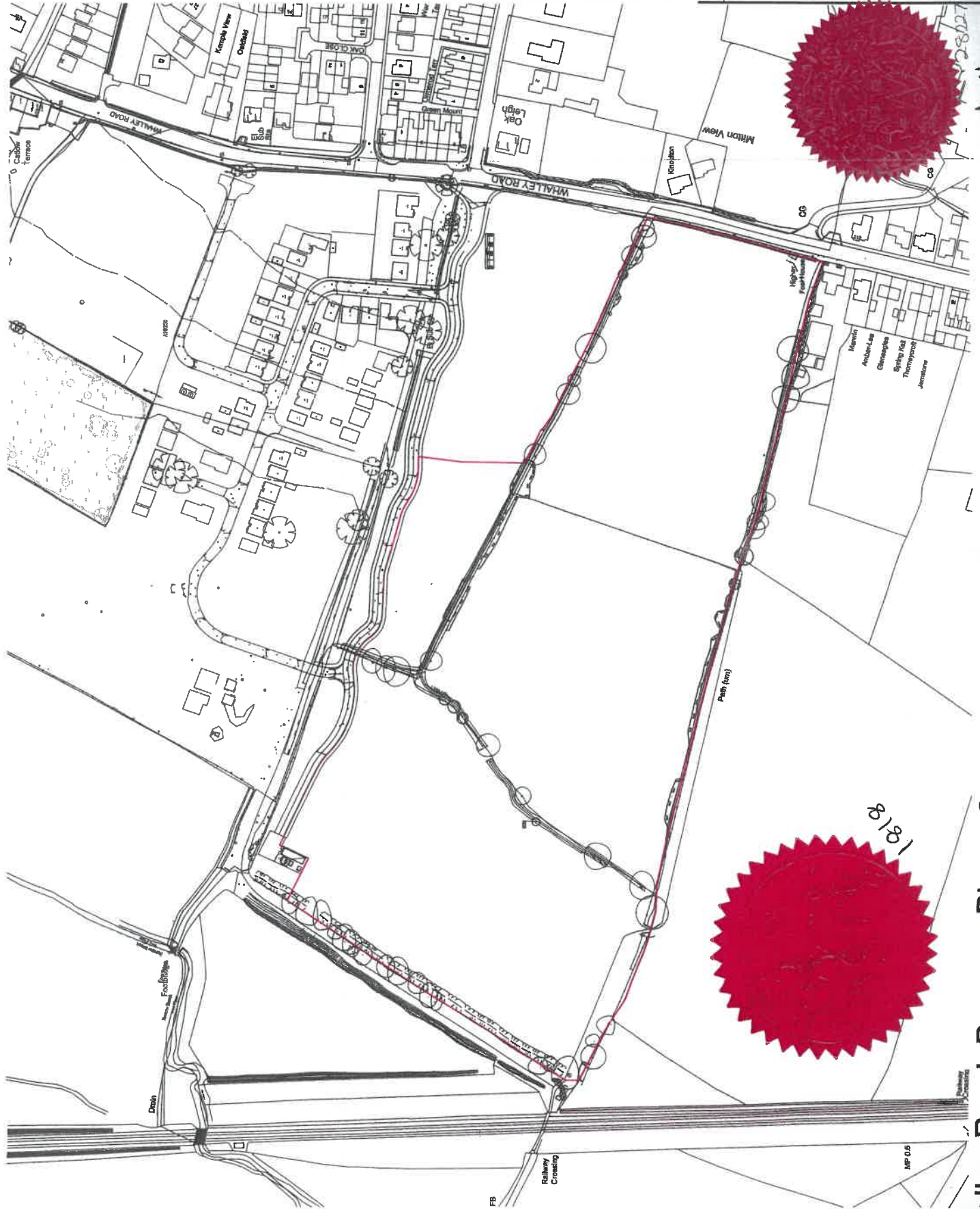
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

Schedule 1 (FIRST SCHEDULE)

Plans



Plan 1



Baldwin Design

Consultancy

Revised: 14.06.19
1. Updated to reflect detailed site layout and red line.
2. Updated to show in footpath to right of road to the north.
Boundary as of 14.06.19

Project Title	Residential Development
Address	Whalley Road, Barrow Phase 2
Client	BL CHRYSLER FPO
Drawn	17/10/19
Checked	AL
Scale	1:2000
Page	10

Whalley Road, Barrow - Phase 2

Authorized Signatory *[Signature]*

Schedule 2 (SECOND SCHEDULE)

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: 3/2019/0012

DECISION DATE: DRAFT

DATE RECEIVED: 03/01/2019

APPLICANT:

Ms Nikki Burns
Taylor Wimpey North West
Washington House
Birchwood Park Avenue
Birchwood
Warrington
WA3 6GR

AGENT:

Mr Greg Pearce
David Lock Associates
50 North Thirteenth Street
Milton Keynes
MK9 3BP

DEVELOPMENT PROPOSED: Full planning application for details of the layout, scale and appearance of the buildings and landscaping of a residential development of 233 dwellings and associated works.

AT: Land to south-west of Barrow and west of Whalley Road Barrow BB7 9XW

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. Details

The development must be begun not later than the expiration of two years beginning with the date of this permission.

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

2. Plans

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

Plans

- BLC/WRB/LP/00 Rev B - Location Plan (amended plan received 24/06/19)
- DWH/WRB/SL01 Rev K - Proposed Site Layout (amended plan received 17/05/19)
- DWH/WRB/MP/05 Rev F - Materials Plan (amended plan received 13/03/19)
- DWH/WRB/BTP/02 Rev D- Boundary Treatment Plan (amended plan received 13/03/19)
- DWH/WRB/WMP/04 Rev D - Waste Management Plan (amended plan received 18/03/19)
- DWH/WRB/AFF/M401 - Affordable & M4 (2) Complaint Dwellings (plan received 25/04/19)
- 5838.17 - Landscape Proposals (extract for Mews Plots) (amended plan received 18/03/19)
- 5838.18 - Landscape Proposal 1 of 7 (plan received 22/03/19)
- 5838.19 - Landscape Proposal 2 of 7 (plan received 22/03/19)
- 5838.20 - Landscape Proposal 3 of 7 (plan received 22/03/19)
- 5838.21 - Landscape Proposal 4 of 7 (plan received 22/03/19)
- 5838.22 - Landscape Proposal 5 of 7 (plan received 22/03/19)
- 5838.23 - Landscape Proposal 6 of 7 (plan received 22/03/19)
- 5838.24 - Landscape Proposal 7 of 7 (plan received 22/03/19)
- 5838.25 - Landscape Proposal Full Site (plan received 22/03/19)
- DWH/WRB/StS/07 - Street Scenes (amended plan received 05/04/19)
- 6241 02-00 Rev A - Impermeable Access Plan (plan received 13/03/19)
- DWH/WRBSS/08 Rev B - Site Section (amended plan received 05/04/19)
- DWH/WRB/SHP/03 Rev D - Storey Height Plan (amended plan received 05/04/19)
- 5838.02 Rev C - Tree Protection Plan (amended plan received 18/03/19)
- 20284 600 01 Rev C - External Works 1 of 3 (amended plan received 01/05/19)
- 20284 600 02 Rev C - External Works 2 of 3 (amended plan received 01/05/19)
- 20284 600 03 Rev C - External Works 3 of 3 (amended plan received 01/05/19)
- 6241 02-08-01 Rev B - External Levels 1 of 2 (amended plan received 01/05/19)
- 6241 02-08-02 Rev B - External Levels 2 of 2 (amended plan received 01/05/19)
- 19780/LAN - Play equipment details
- 19780rev1/LAN - Play Equipment Plan
- 2366-D001 Rev A - D001 General Arrangement
- 6241 02-03 Rev E - Adoptable Drainage Layout (amended plan received 16/05/19)

P.T.O.

Condition 2/cont.... Plans

House Types

- CE2 House Type (amended plan received 13/03/19)
- CE1 End /CE3 Mid Rev F (amended plan received 13/03/19)
- Maidstone Classic (End) BMAI 00CE-01 Rev B (amended plan received 13/03/19)
- Maidstone Classic (End) (stone) BMAI 00CE-01 Rev B (amended plan received 13/03/19)
- Maidstone Classic (Mid) BMAI 00CI-01 Rev D (amended plan received 13/03/19)
- Kingsley Classic (Det) BKEY 00CD-01 Rev D (amended plan received 04/06/19)
- Hale Classic (Det) BHAL 00CD-12 Rev A (amended plan received 13/03/19)
- Alderney Classic (Det) BALD 00CD-01 Rev D (amended plan received 13/03/19)
- Moresby Classic (End) BMMS 00CE-01 Rev B (amended plan received 13/03/19)
- Moresby Classic (Det) BMMS 00CD-01 Rev C (amended plan received 13/03/19)
- Radleigh Classic (Det) BRAD 00CD-01 Rev D (amended plan received 13/03/19)
- TYPE 50 B50F 00EC/B50F 00MC-01 Rev B (amended plan received 13/03/19)
- TYPE 52 B52A 00EC/B52A 00MC 01 Rev A (amended plan received 13/03/19)
- Single Garage - Elevations LSG1H8 (amended plan received 13/03/19)
- Single Garage - Floor Plan LSG1H8 (amended plan received 13/03/19)
- 2 x Single Garage - Elevations LDG2H8 (amended plan received 13/03/19)
- 2 x Single Garage - Floor Plan LDG2H8 (amended plan received 13/03/19)
- AA31 AA31/7/PL1 A (amended plan received 13/03/19)
- AA31 AA31/7/PL2 A (amended plan received 13/03/19)
- AA31 AA31/7/PL3 (amended plan received 13/03/19)
- Barrowdale BA23/7/PL1 A (amended plan received 13/03/19)
- Barrowdale BA23/7/PL2 A (amended plan received 13/03/19)
- Ashenford NA20/7PL2 A (amended plan received 13/03/19)
- Ashenford NA20/7PL4 (amended plan received 13/03/19)
- Ashenford NA20 NA20/7PL1 A (amended plan received 13/03/19)
- Manford NA44/7/PL1 B (amended plan received 20/05/19)
- Manford NA44/7/PL2 B (amended plan received 20/05/19)
- Braxton NB31/7/PL1 A (amended plan received 13/03/19)
- Braxton NB31/7/PL2 A (amended plan received 13/03/19)
- Braxton NB31/7/PL3 A (amended plan received 13/03/19)
- Coltham ND40/7/PL1 A (amended plan received 13/03/19)
- Coltham ND40/7/PL3 A (amended plan received 13/03/19)
- Gosford PA34/7/PL1 A (amended plan received 13/03/19)
- Gosford PA34/7/PL2 A (amended plan received 13/03/19)
- Gosford PA34/7/PL3 A (amended plan received 13/03/19)
- Gosford PA34/7/PL4 - Plots 25 & 26 (amended plan received 13/03/19)
- Gosford PA34/7/PL5 - Plots 2, 3 & 6 (amended plan received 04/06/19)
- Lydford PA42/7/PL1 A (amended plan received 13/03/19)
- Lydford PA42/7/PL2 A (amended plan received 13/03/19)
- Lydford PA42/7/PL3 B - Plots 27 & 113 (amended plan received 04/06/19)
- Lydford PA42/7/PL4 - Plot 1 (amended plan received 04/06/19)

P.T.O.

Condition 2/cont.... Plans

- Amersham PD30/7/PL1 A (amended plan received 13/03/19)
- Amersham PD30/7/PL2 A (amended plan received 13/03/19)
- Easedale PT36/7/PL1 A (amended plan received 13/03/19)
- Easedale PT36/7/PL2 A (amended plan received 13/03/19)
- Easedale PT36/7/PL3 A (amended plan received 13/03/19)
- Single Garage GAR21/7/PL1 A (amended plan received 13/03/19)
- Single Garage - Stone GAR22/7/PL1 A (amended plan received 13/03/19)

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

3 Materials

The dwellings hereby permitted shall be constructed in complete accordance with the material details included on DWH/WRB/MP/05 - Materials Plan (amended plan received 13/03/19).

REASON: In order that the Local Planning Authority may ensure that the materials to be used are appropriate to the locality

Details

4 The development shall only be carried out in conformity with the level details included on the following drawings:

- 20284 600 01 Rev C - External Works 1 of 3 (01/05/19)
- 20284 600 02 Rev C - External Works 2 of 3 (01/05/19)
- 20284 600 03 Rev C - External Works 3 of 3 (01/05/19)
- 6241 02-08-01 Rev B - External Levels 1 of 2 (01/05/19)
- 6241 02-08-02 Rev B - External Levels 2 of 2 (01/05/19)

Prior to the occupation of each dwelling verification that the dwelling has been constructed in accordance with the approved level shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To protect the appearance of the locality and in the interests of the amenities of local residents.

Residential Amenity

5 No building or engineering operations within the site or deliveries to and from the site shall take place other than between 07:30 hours and 18:00 hours Monday to Friday and between 08:30 hours and 14:00 hours on Saturdays, and not at all on Sundays or Bank Holidays.

REASON: In order to protect the amenities of existing residents and land uses.
P.T.O.

6 Notwithstanding the requirements of condition 2 of this approval, the following windows shall be obscurely glazed to a minimum of level 3 on the Pilkington Scale (where 1 is the lowest and 5 the greatest level of obscurity) and shall be non-opening unless the parts of the window which can be opened are more than 1.7 metres above the floor level of the room in which the window is installed:

- Ground floor (lounge) and first floor (bathroom) windows in the side elevation of the Type 50 and Type 52;
- Ground floor (lounge) and first floor (en-suite) windows in the side elevation of the Maidstone;
- First floor (bathroom, landing and en-suite) windows in side elevation of the Kingsley;
- First floor (en-suite and bedroom 2) windows in side elevation of the Hale;
- First floor (bedroom 1) window in the side elevation of the Radleigh;
- Ground floor (WC/utility) and first floor (bedroom 2) in the side elevation of the Manford (plot 4);
- First floor (landing) window in the side elevation of the Coltham;
- First floor (en-suite) window in the side elevation of the Lydford (plots 27 & 113);
- First floor (bathroom) window in the side elevation of the Amersham.

The duly installed window shall be retained as such thereafter.

REASON: To ensure satisfactory levels of amenity for future residents of the proposed development.

7 The development hereby approved shall adhere to the measures detailed within Section 4 - "Recommended Noise Mitigation Scheme" of the submitted "Noise Mitigation Assessment" (Report No: P18-496-R01v4 - January 2019).

REASON: To ensure satisfactory levels of amenity for future residents of the proposed development.

Highways

8 The new access junction with Whalley Road shall be constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads to at least base course level for a distance of 25m into the application site prior to this access being first brought into use.

REASON: To ensure that a satisfactory access is provided before it is brought into use.

- 9 Prior to commencement of development the detailed specifications of the off-site works of highway improvement shall be submitted to, and approved in writing by, the Local Planning Authority. The off-site highway works shall be completed in accordance with the approved details prior to first occupation.

REASON: In order to ensure that the final details of the highway works are acceptable before work commences on site.

REASON FOR PRE-COMMENCEMENT: The off-site highway works need to be agreed before works can commence on site.

REASON FOR PRE-COMMENCEMENT: The off-site highway works need to be agreed before works can commence on site.

10. Any access junction created from the existing highway into the north of the site to facilitate construction traffic shall be constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads to at least base course level prior to the access being first brought into use.

REASON: To ensure that a satisfactory access is provided before it is brought into use.

11. Within three months of commencement of development on site, details of the proposed arrangements for future management and maintenance of the proposed streets within the development shall be submitted to and approved in writing by the local planning authority. [The streets shall thereafter be maintained in accordance with the approved management and maintenance details until such time as an agreement has been entered into under Section 38 of the Highways Act 1980 or a private management and maintenance company has been established].

REASON: In the interest of highway safety, to ensure a satisfactory appearance to the highways infrastructure serving the approved development and to safeguard the visual amenities of the locality.

12. Within three months of commencement of development an Estate Street Phasing and Completion Plan shall be submitted to and approved in writing by the Local Planning Authority. The estate street phasing and completion plan shall set out the development phases and the standards that estate streets serving each phase of the development will be completed. The development thereafter shall be completed in accordance with the approved plan and no dwelling shall be occupied until the estate street(s) affording access to those dwelling(s) has been completed in accordance with the Estate Street Phasing and Completion Plan.

REASON: To ensure that the estate streets serving the development are completed and thereafter maintained to an acceptable standard in the interest of residential/highway safety. To ensure a satisfactory appearance to the highways infrastructure serving the development and to safeguard the visual amenities of the locality and users of the highway, in accordance with the development plan.

13. Within three months of commencement of development, full engineering, drainage, street lighting and constructional details of the streets shall be submitted to and approved in writing by the local planning authority. The development shall, thereafter, be constructed in accordance with the approved details and retained as such thereafter.

REASON: In the interest of highway safety; to ensure a satisfactory appearance to the highways infrastructure serving the approved development; and to safeguard the visual amenities of the locality and users of the highway in accordance with the Development Plan.

P.T.O.

14. No development shall take place, including any works of demolition, until a construction method statement has been submitted to and approved in writing by the Local Planning Authority. The approved statement shall be adhered to throughout the construction period. It shall provide details in respect of:

"Timing of delivery of all off site highway works

"The parking of vehicles of site operatives and visitors

"The loading and unloading of plant and materials

"The storage of plant and materials used in constructing the development

"The erection and maintenance of security hoarding

"Contact details for the site manager

"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)

"Routes to be used by vehicles carrying plant and materials to and from the site - to include details and locations of appropriate signage to ensure that the route is clear and identifies which narrow, unsuitable roads should be avoided by construction traffic;

"Measures to ensure that construction and delivery vehicles do not impede access to adjoining properties

"Details of wheel washing facilities and road sweeper (where necessary).

REASON: In order to ensure that appropriate measures are put in place to limit noise, nuisance and disturbance to the occupiers of neighbouring dwellings and to ensure the development would not be of detriment to the safe operation of the immediate highway during the construction of the development.

REASON FOR PRE-COMMENCEMENT: This information needs to be provided and agreed before any workman or machinery enter the site to ensure the safety of surrounding road users.

15. No heavy goods vehicles (exceeding a gross vehicle weight of 7.5T) shall enter or leave the site, as edged in red on the submitted Site Boundary Plan in connection with the construction of the development hereby permitted between the hours of 0830 and 0930, and 1500 and 1600 hours, Monday to Friday inclusive except during school holidays.

REASON: In order to prevent conflict with existing road users during peak hours.

16. Each dwelling shall have been provided with an electric vehicle charging point in a location suitable to enable electric vehicles to be charged at the dwelling prior to first occupation. .

Reason: To ensure that the development provides adequate and appropriate sustainable transport options and in the interest of lowering emissions resultant from vehicular movements associated with the development.

P.T.O.

17. The garage(s) serving the Plot numbers listed below shall be kept freely available for the parking of cars and no works, whether or not permitted by the provisions of the Town and Country Planning (General Permitted Development) Order 2015 or any order amending or revoking and re-enacting that order, shall be undertaken to alter or convert the space into living or other accommodation:

Plots - 1, 4, 5, 8, 9, 10, 16, 27, 28, 33, 38, 43, 44, 45, 46, 50, 55, 60, 62, 63, 68, 71, 72, 73, 75, 126, 127, 128, 129, 130, 149, 165, 166, 167, 168, 176, 179, 180, 181, 182, 183, 184, 185, 186, 199, 200, 201, 202, 203, 204, 231, 233.

REASON: In the interests of visual amenity and to facilitate adequate vehicle parking and/or turning facilities to serve the dwelling.

18. All car parking and manoeuvring areas, shown on the approved plans, shall be marked out and made available for use before each dwelling, to be served by such areas, is brought into use. The approved parking and manoeuvring areas shall be permanently maintained as approved thereafter.

REASON: To allow for the effective use of the parking areas.

19. Prior to the occupation of the first dwelling, a travel plan (TP) detailing the measures and targets to encourage sustainable modes of transport, including but not limited to walking, cycling and use of public transport, shall be submitted to and approved in writing by the Local Planning Authority.

The measures included within the TP shall demonstrate how they will reduce car trips per household in accordance with the submitted Travel Plan (dated October 2018 ref: 2359).

The TP shall first be reviewed within 9 months of the occupation of the 60th dwelling and thereafter every 12 months for a period of 5 years from the occupation of the 60th dwelling.

A monitoring report shall be submitted to and approved in writing by the Local Planning Authority following each review period. The report shall include full details of the measured indicators including, but not limited to i) pedestrian movements to/ from the development; ii) cycle movements to/ from the development; iii) use of public transport and confirmation as to whether the approved targets have been achieved.

In the event that the targets are not being met the report shall include intervention measures to ensure the targets are met.

Reason: To promote and provide access to sustainable transport options

P.T.O.

Railway line

20. Prior to any works being undertaken within 10m of the operational railway, a Risk Assessment and Method Statement (RAMS) shall have been submitted and approved in writing by the Local Planning Authority. All development within 10m of the operational railway shall be carried out in complete accordance with the agreed RAMS.

REASON: In order to protect the assets on the adjacent railway.

21. Prior to occupation of any dwelling, details of a trespass proof fence, to be erected along the western boundary of the site, shared with the railway, including a timetable for its erection, shall have been submitted for the written approval of the Local Planning Authority. The fence shall be erected in accordance with the approved details and retained in perpetuity thereafter.

REASON: In order to protect the assets on the adjacent railway.

Ecology and trees

22. The development hereby approved shall be carried out in complete accordance with the recommendations and ecological enhancement measures detailed within Section 5 of the submitted Ecological Survey and Assessment (Ref: 2018-293 October 2018).

REASON: In the interests of biodiversity and to enhance opportunities for species of conservation concern and reduce the impact of development.

23. No above ground level works shall commence or be undertaken on the construction of any dwelling until details of the provisions to be made for building dependent species of conservation concern, artificial bird nesting boxes and artificial bat roosting sites have been submitted to, and approved in writing by the Local Planning Authority.

For the avoidance of doubt the details shall be submitted on a dwelling/building dependent bird/bat species site plan and include details of plot numbers and the numbers (there shall be at least 1 nest brick/bat tile per dwelling) of artificial bird nesting boxes and artificial bat roosting site per individual dwelling and type. The details shall also identify the actual wall and roof elevations into which the above provisions shall be incorporated.

The artificial bird/bat boxes shall be incorporated into those individual dwellings during construction and be made available for use before each such dwelling is occupied and thereafter retained. The development shall be carried out in strict accordance with the approved details.

REASON: In the interests of biodiversity and to enhance nesting/roosting opportunities for species of conservation concern and protected species.

P.T.O.

24. All trees identified to be retained on approved plan "Tree Protection Plan" - 5838.02 Rev C shall be enclosed with temporary protective fencing in accordance with BS5837:2012 [Trees in Relation to Demolition, Design & Construction]. The fencing shall be retained during the period of construction and no work, excavation, tipping, or stacking/storage of materials shall take place within such protective fencing during the construction period.

REASON: To ensure that existing trees are adequately protected during construction in the interests of the visual amenity of the area.

25. Any removal of vegetation, including trees and hedges, should be undertaken outside the nesting bird season (March to August) unless an up-dated pre-clearance check has been carried out by a licensed ecologist on the day of removal and no nesting birds are present. The up-dated pre-clearance check shall be submitted to the Local Planning Authority prior to the removal of any trees and/or hedges.

Reason: To ensure that there are no adverse effects on the favourable conservation status of birds and to protect the bird population from damaging activities.

26. No development, including any site preparation, scrub/hedgerow clearance or tree works/removal shall commence or be undertaken on site place until a detailed method statement for the removal or long-term management/eradication of Himalayan Balsam on the site has been submitted to and approved in writing by the Local Planning Authority. The method statement shall include proposed measures to prevent the spread of Himalayan Balsam during any operations such as mowing, strimming or soil movement. It shall also contain measures to ensure that any soils brought to the site are free of the seeds/ root / stem of any invasive plant covered under the Wildlife and Countryside Act 1981. Development shall thereafter proceed in strict accordance with the duly approved method statement.

REASON: Himalayan Balsam is an invasive plant, the spread of which is prohibited under the Wildlife and Countryside Act 1981. Without measures to prevent its spread as a result of the development there would be the risk of an offence being committed and avoidable harm to the environment.

REASON FOR PRE-COMMENCEMENT CONDITIONS: The removal of invasive species from the site needs to take place prior to work commencing on site.

P.T.O.

27. No above ground works shall commence on site until details of a scheme for any external building or ground mounted lighting/illumination, shall have been submitted to and approved in writing by the local planning authority.

For the avoidance of doubt the submitted details shall include luminance levels and demonstrate how any proposed external lighting has been designed and located to avoid excessive light spill/pollution and shall include details to demonstrate how artificial illumination of important wildlife habitats is minimised/mitigated.

The lighting schemes shall be implemented in accordance with the approved details and retained as approved

REASON: To enable the Local Planning Authority to exercise control over development which could prove materially harmful the character and visual amenities of the immediate area and to minimise/mitigate the potential impacts upon protected species resultant from the development

28. Notwithstanding the submitted details or the requirements of condition 2, prior to any dwelling being occupied, details/elevations at a scale of not less than 1:20 of the proposed boundary walling, gates and fencing shall have been submitted to and approved by the Local Planning Authority and these details shall identify the measures to be taken to encourage habitat connectivity throughout the site. The development shall be carried out in strict accordance with the approved details.

REASON: In order that the Local Planning Authority may ensure that the detailed design of the proposal is appropriate to the locality and to enhance biodiversity.

29. Within three months of commencement of development on site, a scheme/timetable of phasing for the approved landscaping areas shall have been submitted for the written approval of the Local Planning Authority. The development shall be carried out in strict accordance with the duly approved timings and phasing's and the areas which are landscaped shall be retained as landscaped areas thereafter. Any trees or shrubs removed, dying, being severely damaged or becoming seriously diseased within five years of planting shall be replaced by trees or shrubs of similar size and species to those originally required to be planted.

REASON: To ensure the proposed landscaped areas are provided on a phase by phase basis.

P.T.O.

30. Prior to occupation of the first dwelling, a landscape management plan including long term design objectives, management responsibilities and maintenance schedules for all landscaped areas referred to in condition 29 (other than within curtilages of buildings), shall be submitted to and approved in writing by the Local Planning Authority. The site thereafter shall be managed and maintained in accordance with the approved plan for a minimum period of 25 years.

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

Play areas and public footpaths

31. Prior to occupation of any dwelling hereby approved, a Management Plan detailing a timetable for the implementation of the proposed areas of open space, public footways and play equipment (including any associated benches or seating areas), along with details of their future management and maintenance shall have been submitted for the written approval of the Local Planning Authority. The areas of open space, public footways and play equipment shall be made available for use, managed and maintained in complete accordance with the approved Management Plan and retained as such thereafter.

Reason: To ensure that the application includes adequate areas on-site public open space provision

Drainage

32. 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 6241 02-03, Rev A - Dated 05/12/18 which was prepared by Lees Roxburgh. No surface water will be permitted to drain directly or indirectly into the public sewer. The development shall be completed in accordance with the approved details.

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

P.T.O.

33. 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. The scheme 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 the existing pre-development runoff rate for the corresponding rainfall event.
- 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 scheme.

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 reduce the flood risk to the development as a result of inadequate maintenance

34. 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 of development does not pose an undue risk on site or elsewhere and to prevent flooding arising from the development.

REASONS FOR PRE-COMMENCEMENT CONDITIONS (33 & 34):

Drainage is not only a material consideration but an early and fundamental activity in the ground construction phase of any development and it is likely to be physically inaccessible at a later stage by being buried or built over. It is of concern to all flood risk management authorities that an agreed approach is approved before development commences to avoid putting existing and new communities at risk.

Note(s)

1. For rights of appeal in respect of any condition(s)/or reason(s) attached to the permission see the attached notes. P.T.O.

2. The applicant is advised that should there be any deviation from the approved plan the Local Planning Authority must be informed. It is therefore vital that any future Building Regulation application must comply with the approved planning application.
3. The Local Planning Authority operates a pre-planning application advice service which applicants are encouraged to use. Whether or not this was used, the Local Planning Authority has endeavoured to work proactively and positively to resolve issues and considered the imposition of appropriate conditions and amendments to the application to deliver a sustainable form of development.
4. The grant of planning permission will require the applicant to enter into an appropriate Legal Agreement, with the County Council as Highway Authority. The Highway Authority hereby reserves the right to provide the highway works within the highway associated with this proposal. Provision of the highway works includes design, procurement of the work by contract and supervision of the works. The applicant should be advised to contact the contact the Environment Directorate for further information by telephoning the Developer Support Section (Area East) on 0300 123 6780, or writing to Developer Support Section, Lancashire County Council, Environment Directorate, Cuerden Mill Depot, Cuerden Way, Cuerden, PR5 6BJ or email lhscustomerservice@lancashire.gov.uk
5. The developer/applicant must ensure that their proposal, both during construction, after completion of works on site and as a permanent arrangement, does not affect the safety, operation or integrity of the operational railway / Network Rail land and our infrastructure. The works on site must not undermine or damage or adversely impact any railway land and structures. There must be no physical encroachment of the proposal onto Network Rail land, no over-sailing into Network Rail air-space and no encroachment of foundations onto Network Rail land and boundary treatments. Any future maintenance must be conducted solely within the applicant's land ownership.
6. If vibro-compaction machinery / piling machinery or piling and ground treatment works are to be undertaken as part of the development, details of the use of such machinery and a method statement must be submitted to the Network Rail Asset Protection Engineer for agreement.
7. All works shall only be carried out in accordance with the method statement and the works will be reviewed by Network Rail. The Network Rail Asset Protection Engineer will need to review such works in order to determine the type of soil (e.g. sand, rock) that the works are being carried out upon and also to determine the level of vibration that will occur as a result of the piling.
8. The impact upon the railway is dependent upon the distance from the railway boundary of the piling equipment, the type of soil the development is being constructed upon and the level of vibration. Each proposal is therefore different and thence the need for Network Rail to review the piling details / method statement.

P.T.O.

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9. Maximum allowable levels of vibration - CFA piling is preferred as this tends to give rise to less vibration. Excessive vibration caused by piling can damage railway structures and cause movement to the railway track as a result of the consolidation of track ballast. The developer must demonstrate that the vibration does not exceed a peak particle velocity of 5mm/s at any structure or with respect to the rail track.
10. The applicant must ensure that the proposal drainage does not increase Network Rail's liability, or cause flooding pollution or soil slippage, vegetation or boundary issues on railway land. Therefore, the proposal drainage on site will ensure that:
- All surface waters and foul waters drain away from the direction of the railway boundary.
 - Any soakaways for the proposal must be placed at least 30m from the railway boundary.
 - Any drainage proposals for less than 30m from the railway boundary must ensure that surface and foul waters are carried from site in closed sealed pipe systems.
 - Suitable drainage or other works must be provided and maintained by the developer to prevent surface water flows or run-off onto Network Rail's property.
 - Proper provision must be made to accept and continue drainage discharging from Network Rail's property.
 - Drainage works must not impact upon culverts on developers land including culverts/brooks etc that drain under the railway.
 - The developer must ensure that there is no surface or sub-surface flow of water towards the operational railway.
 - Rainwater goods must not discharge in the direction of the railway or onto or over the railway boundary.
11. Network Rail will need to review all excavation and earthworks within 10m of the railway boundary to determine if the works might impact upon the support zone of our land and infrastructure as well as determining relative levels in relation to the railway. Network Rail would need to agree the following:
- Alterations to ground levels
 - De-watering works
 - Ground stabilisation works

Network Rail would need to be informed of any alterations to ground levels, de-watering or ground stabilisation and we would need to agree the works on site to ensure that there is no impact upon critical railway infrastructure.

12. Network Rail requests that the developer ensures there is a minimum 3 metres gap between the buildings and structures on site and the railway boundary. Less than 3m from the railway boundary to the edge of structures could result in construction and future maintenance works being undertaken on Network Rail land. This would not be acceptable. All the works undertaken to facilitate the design and layout of the proposal should be undertaken wholly within the applicant's land ownership footprint.

13. The LPA and the developer (along with their chosen acoustic contractor) are recommended to engage in discussions to determine the most appropriate measures to mitigate noise and vibration from the existing operational railway to ensure that there will be no future issues for residents once they take up occupation of the dwellings.

Network Rail is aware that residents of dwellings adjacent to or in close proximity to, or near to the existing operational railway have in the past discovered issues upon occupation of dwellings with noise and vibration. It is therefore a matter for the developer and the LPA via mitigation measures and conditions to ensure that any existing noise and vibration, and the potential for any future noise and vibration are mitigated appropriately prior to construction.

14. Proposals for the site should take into account the recommendations of, 'BS 5837:2012 Trees in Relation to Design, Demolition and Construction', which needs to be applied to prevent long term damage to the health of trees on Network Rail land so that they do not become a risk to members of the public in the future.

All vegetation on site should be in line with the recommended tree matrix for the reasons outlined in the document.

<http://wcms-internet.corp.ukrail.net/community-relations/trees-and-plants/>

15. Where a proposal calls for the following adjacent to the boundary with the operational railway, running parallel to the operational railway or where the existing operational railway is below the height of the proposal site:

- hard standing areas
- turning circles
- roads, public highways to facilitate access and egress from developments

Network Rail would very strongly recommend the installation of suitable high kerbs or crash barriers (e.g. Armco Safety Barriers).

This is to prevent vehicle incursion from the proposal area impacting upon the safe operation of the railway.

P.T.O.

16. As the proposal includes works which may impact the existing operational railway and in order to facilitate the above, a BAPA (Basic Asset Protection Agreement) will need to be agreed between the developer and Network Rail. The developer will be liable for all costs incurred by Network Rail in facilitating this proposal, including any railway site safety costs, possession costs, asset protection costs / presence, site visits, review and agreement of proposal documents and any buried services searches. The BAPA will be in addition to any planning consent.

The applicant / developer should liaise directly with Asset Protection to set up the BAPA (form attached) AssetProtectionLNWNorth@networkrail.co.uk

NICOLA HOPKINS
DIRECTOR ECONOMIC DEVELOPMENT & PLANNING

Schedule 3 (THIRD SCHEDULE)

The Owner's Covenants with the Council and the County Council

The Owner covenants with the Council as follows:

1. **Affordable Housing Units- General**

- 1.1. The Owner shall use reasonable endeavours to identify an Affordable Housing Provider willing to commit to take on the Affordable Housing Units on reasonably commercial terms PROVIDED ALWAYS THAT that if after a period of 6 months from the Commencement of Development an Affordable Housing Provider has not committed to take on any of the Affordable Housing Units the Owner may elect to provide those Affordable Housing Units which an Affordable Housing Provider has not committed to take on as Discounted Market Units and shall serve written notice on the Council confirming that it intends to offer those Affordable Housing Units as Discounted Market Units.
- 1.2. In the event that an Affordable Housing Provider is identified in accordance with paragraph 1.1 above then the Owner covenants that the Affordable Housing Units that the Affordable Housing Provider has committed to take on shall be delivered as follows:
 - 1.2.1. No Dwelling shall be Occupied until the Owner has obtained approval in writing from the Council in relation to a timescale and/or timescales in which any and all of the relevant Affordable Housing Units have been constructed and transferred to the identified Affordable Housing Provider:
 - 1.2.2. The Owner shall carry out the Development in full accordance with the timescales in which any and all of the relevant timescales approved by the Council for the purposes of paragraph 1.2.1 hereof or in accordance with such other revised terms as are subsequently agreed by the Council.
- 1.3. In the event that the Owner elects (in accordance with paragraph 1.1. above) to offer any of the Affordable Housing Units as Discounted Market Units then:
 - 1.3.1. the Owners covenant that the Discounted Market Units shall not be sold at a price which exceeds the Discounted Sale Price;
 - 1.3.2. The Discounted Market Unit Open Market Value shall be determined as follows:
 - 1.3.2.1. within 30 days following service of the notice referred to at paragraph 1.1 above the Owner shall calculate the Discounted Market Unit Open Market Value and serve notice on the Council setting this out;
 - 1.3.2.2. the Council shall have 2 weeks from the date of service of the notice set out at 1.3.2.1 above to accept or dispute the Discounted Market Unit Open Market Value;

- 1.3.2.3. in the event that the Council has not responded to the Owners within the time period set out at 1.3.2.2 above the Discounted Market Unit Open Market Value shall be deemed approved by the Council;
- 1.3.2.4. in the event that the Council disputes the Discounted Market Unit Open Market Value the matter will be referred to two independent surveyors and the Discounted Market Unit Open Market Value shall be the average of the valuations provided by the two independent surveyors taking into account the following assumptions:
 - 1.3.2.4.1. a willing seller;
 - 1.3.2.4.2. that any restrictions imposed on the Discounted Market Unit by reason of this Deed are disregarded;
 - 1.3.2.4.3. that there are no restrictions as to the persons who may occupy the Discounted Market Unit.
- 1.3.3. The Discounted Market Units shall not be occupied otherwise than by a household one member of which satisfies the Shared Ownership Occupancy Criteria;
- 1.3.4. If no person satisfying the Shared Ownership Occupancy Criteria comes forward within 8 weeks of the Discounted Market Units being marketed then the Owners shall be free to market the Discounted Market Unit to a person from any location who can demonstrate that they are in need of Affordable Housing;
- 1.3.5. in the event that a person satisfying the Shared Ownership Occupancy Criteria comes forward within the 8 week period set out at paragraph 1.3.4 above but does not contract to purchase the Discounted Market Unit within 3 weeks of coming forward then the Owners shall be free to market the Discounted Market Unit to a person from any location who can demonstrate that they are in need of Affordable Housing;
- 1.3.6. a Discount for Sale Restriction shall be entered in the Proprietorship Register at the Land Registry for each and every Discounted Market Unit on the first sale of that Discounted Market Unit to a plot purchaser;
- 1.4. Save where expressly provided by this Deed, from the date of Substantial Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing other than by
 - 1.4.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any

successor in title thereto and their respective mortgagees and chargees; or

- 1.4.2 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor or any Chargee.

2. Affordable Rented Units

2.1 The Affordable Rented Units shall only be made available for occupancy through the Council's allocations scheme or policy applicable to the Affordable Housing Units at that time PROVIDED THAT if an Affordable Housing Provider who is the owner of Affordable Rented Units is not signed up to the relevant scheme or policy then, with the prior consent of the Council (such consent not to be unreasonably withheld or delayed), the relevant Affordable Rented Units may be made available for occupancy by reference to the lettings policy of the Affordable Housing Provider in question.

2.2 The Affordable Rented Units shall only be let on the basis of the payment of an Affordable Rent.

2.3 For the avoidance of doubt save where agreed otherwise the nine (9 no.) Affordable Rented Units shown coloured brown on Plan 2 shall comprise Bungalows which are Over 55 Accommodation

3. Shared Ownership Units

3.1 The Shared Ownership Units shall not be occupied otherwise than by a household one member of which satisfies the Shared Ownership Occupancy Criteria.

3.2 If no person satisfying the Shared Ownership Occupancy Criteria comes forward within 8 weeks of a Shared Ownership Unit being marketed then the Affordable Housing Provider shall be free to market the Shared Ownership Unit(s) to a person from any location who can demonstrate that they are in need of Affordable Housing.

3.3 For the avoidance of doubt save where agreed otherwise the nine (9 no.) Shared Ownership Units shown coloured green on Plan 2 shall comprise Bungalows which are Over 55 Accommodation

4. Open Market Dwellings Over 55 Accommodation

4.1. For the avoidance of doubt save where agreed otherwise the eighteen (18 no.) Open Market Dwellings shown coloured orange on Plan 2 shall comprise housing which are Over 55 Accommodation

5. Tenure Swap

5.1. Nothing in this Deed shall prevent the Owner from temporarily letting a Shared Ownership Unit as an Affordable Rented Unit and to revert the tenure of that unit back to a Shared Ownership Unit from time to time providing prior notification of the same is given by the Owner to the Council.

6. Education Contribution

6.1. The Owner covenants with the County Council in respect of the Site:

- 6.1.1. prior to first Occupation of the 58th dwelling to be constructed on the Parcel to pay to the County Council one third of the Primary Education Contribution due for the Development and one third of the Secondary Education Contribution due for the Development;
- 6.1.2. prior to first Occupation of the 117th dwelling to pay to the County Council one third of the Primary Education Contribution due for the Development and one third of Secondary Education Contribution due for the Development;
- 6.1.3. prior to first Occupation of the 175th dwelling to pay to the County Council one third of the Primary Education Contribution due for the Development and one third of Secondary Education Contribution due for the Development;

7. Highways and Transport Works

- 7.1. The Owner covenants with the County Council that the Owner shall procure the discharge of the Accrington Road/A671 Works no later than the earlier of the following dates
 - 7.1.1. The date of the first Occupation of more than 250 Dwellings constructed pursuant to the Outline Planning Permission, and
 - 7.1.2. The date of first Occupation of more than 250 Relevant Dwellings
- 7.2. The Owner covenants with the County Council that the Owner shall procure the discharge of the Southern Gateway Works no later than the earlier of the following dates.
 - 7.2.1. The date of first Occupation of a Dwelling constructed on the Site pursuant to the Outline Planning Permission, and
 - 7.2.2. The date of first Occupation of a Dwelling constructed on the Site pursuant to the Planning Permission

Schedule 4 (FOURTH SCHEDULE)

The Council's covenants with the Developer

The Council covenants as follows:

1. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. To use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
3. To provide to the person who made a payment to the Council under this Deed such evidence of expenditure or commitment to expenditure as that person may reasonably require.
4. In the event that any sums paid under this Deed to the Council are not expended or committed to be expended by the Council for the purposes for which they are paid within 5 years of receipt by the Council of the final instalment of such sum then any unexpended or uncommitted sum shall be repaid to the person who paid it to the Council together with Interest.
5. To use all reasonable endeavours to issue the Planning Permission within 3 Working Days of the date of this Deed.

Schedule 5 (FIFTH SCHEDULE)

The County Council Covenants with the Developer

1. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. To use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
3. Upon request, to provide to the person who made a payment to the County Council under this Deed such evidence of expenditure or commitment to expenditure as that person may reasonably require.
4. In the event that any sums paid under this Deed to the County Council are not expended or committed to be expended by the County Council for the purposes for which they are paid within 5 years of receipt by the County Council of the final instalment of such sum then any unexpended or uncommitted sum shall be repaid to the person who paid it to the County Council together with Interest accrued if any.
5. In consideration of the County Obligations entered into by the Owner not to enforce the provisions of the Original Planning Obligations.

Schedule 6 (SIXTH SCHEDULE)

Highway Drawings

Notes:

1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.

Draft

REV	DETAILS	HS	GD	DRAWN	CHECKED	DATE
A	Label and white lining changes					30.05.13.

CLIENT:

Barrow Lands Company Ltd

PROJECT:

Barrow Residential Development

DRAWING TITLE:

Accrington/ A671 Signal
Improvements-Indicative Layout

SCALE:

1:500 at A3

DRAWN:

HS

CHECKED:

GD

DATE:

29.05.13



Oxford Place, 61 Oxford Street, Manchester M1 6EQ
t: 0161 228 1008
e: manchester@vectors.co.uk

DRAWING NUMBER:

VN20066-17

REVISION:

A

Car
Park

INSTALL MOVA CONTROL
SYSTEM

A 671

81.7m

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