

**Planning Application Relating to Part of Spout Farm, Preston Road,
Longridge, PR3 3BE**

Heads of Terms for a Section 106 Agreement (T&CP Act 1990) or Unilateral Undertaking in respect of Financial Contributions for Education and Off Site Public Open Space:

1. Parties:

- (1) Ribble Valley Borough Council in their capacity as Local Planning Authority,
- (2) Lancashire County Council in their capacity as Local Education Authority'
- (3) Denis Gerald Lambert in his capacity as land owner and
- (4) Create Developments (Longridge) Ltd in their capacity as intended land owner and Developer.

2. Details of Development

The redevelopment of the site for residential use comprising 34 new residential properties as detailed in the Planning Application that these Heads form part of.

3. Intentions of the Parties:

Create Developments (Longridge) Ltd have entered into a contract to acquire the land that is the subject of the accompanying Planning Application subject to the receipt of a detailed and acceptable planning consent to develop the site for residential purposes. Following detailed Pre-Application meetings with Ribble Valley Borough Council as Local Planning Authority and Lancashire County Council as Local Highway Authority they have now prepared and submitted a planning application and supporting documentation reflective of the outcome of these meetings.

To be compliant with Ribble Valley Borough Council Planning Policy the applicants will need to deal with the following items:

- (a) The provision of Affordable Housing in accordance with current adopted policy.
- (b) A financial contribution for the provision of additional school places in accordance with current adopted policy and
- (c) A financial contribution for the provision of off-site play and recreation space in accordance with current adopted policy

The applicant intends to deal with the same as follows:

4. Affordable Housing

The Affordable Housing will constitute 30% (10 in number) of the total homes on site which will be let or sold in accordance with the Homes and Communities Agency's prevailing version of the Capital Funding Guide or any subsequent modification or re-enactment thereof. Given that we have provided a detailed proposal of how we will deliver this affordable housing we would propose that the same are protected and delivered by way of condition.

Tenure

The Tenure of each and all of the Affordable Housing units shall be as defined by Planning Policy Statement 3 Housing (CLG 2011) and in compliance with the Homes and Communities Capital Funding Guide. 5 of the units as detailed in the application will be delivered as “affordable rent” units and the remaining 5 will be delivered as “affordable shared ownership” units. The relevant units are clearly shown on the planning layout and accompanying documentation.

Specification and Design Standards

Each of the Affordable Housing units will be constructed and finished to the requirements of the Homes and Communities Agency’s Design & Quality Standards and in accordance with the developers affordable housing partner who will manage the affordable units in perpetuity.

Occupancy

Each of the Affordable Housing Units is to be let or leased and managed by a Registered Provider as the designated landlord of the Affordable Housing units and as a Registered Housing Provider under the provisions of the Housing Act 1996.

Mortgagee in Possession

The obligations contained within the planning condition or any other agreement in respect thereof will not be binding upon nor enforceable against the following:-

- ☐ A mortgagee in possession of the Affordable Housing Land or any part thereof exercising its power of sale;
- ☐ Any tenant of an Affordable Housing Unit exercising a statutory or voluntary right to buy or right to acquire pursuant to the Housing Act 1985 or the Housing Act 1996 or any statutory amendment modification or re-enactment thereof or exercising a statutory right to acquire an Affordable Housing Unit or through any voluntary purchase scheme promoted by the Homes and Communities Agency or any other public body;
- ☐ Any successors in title to those described above.

5. Education Contribution

The proposal reflects the same numbers and housing mix as the existing extant planning consent for this site granted by Ribble Valley Borough Council on 2nd May 2017 (3/2016/0580) where a financial contribution to school places of £13,474.53 was agreed and protected in a Unilateral Undertaking dated 12th April 2017. We intend to respect this agreement and commit to a new Unilateral Undertaking on the same terms and for the same amount given that there are no changes to our proposal.

6. Off Site Contribution to Public Open Space

The developer does not believe that the provision of open space on site represents good design as it has the propensity to attract anti social behaviour and is difficult to manage. Consequently, in accordance with their adopted policy this can be provided off site in accordance with the Council’s adopted Planning Policy.

The policy states that in these circumstances a financial contribution would be required of £216.90 per occupant based on the following occupancy rate:

- 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.

Consequently, in view of our proposals, we are proposing to make a contribution in lieu of on site open space of £21,321.27 which will be secured under the terms of the Unilateral Undertaking.

7. Implementation

The terms of any legal agreement will not be effective until the relevant planning consent has been implemented.

8. Developers Solicitors

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