

DATED

15 / 07 / 2021

LANCASHIRE COUNTY COUNCIL

- and -

RIBBLE VALLEY BOROUGH COUNCIL

- and -

[REDACTED]

- and -

[REDACTED]

-and-

[REDACTED]

SECTION 106 AGREEMENT
TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO LAND KNOWN AS
LAND AT CHATBURN ROAD, CLITHEROE (PHASE 2)

THIS AGREEMENT AND DEED is made the 15 day of July 2021

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. [REDACTED]
[REDACTED]
[REDACTED] (herein after called "**Owner A**") and
4. [REDACTED] [REDACTED] of
[REDACTED] (the "**Owner B**") and
5. [REDACTED] of 3
[REDACTED] (the "**Lender**")

WHEREAS

- (1) Owner A is the freehold owner of part of the Property, which land forms part of the land registered at HM Land Registry under title number LAN207423 and Owner B is the freeholder owner of the remainder of the Property which forms part of the land registered at HM Land Registry under title number LA703653.
- (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 contained in this Deed are enforceable
- (3) The County Council is the County Planning Authority and education authority for the area within which the Property is situated by whom the obligations contained in Schedules 1 and 5 are enforceable

- (4) The Lender is the proprietor of a registered charge dated 13 May 2019 ("**the Charge**") over that part of the Property that falls within title number LA703653 and the Lender has agreed to enter into this Agreement to give its consent to the terms of this Agreement.
- (5) Owner B also has an interest in the part of the Property owned by Owner A by virtue of a Contract ("the Contract") dated 23rd January 2020 made between (1) Owner A and (2) Owner B and on the 19th May 2020 applied to the Council for planning permission for the erection of 17 residential dwellings with associated access landscaping and open space on the Property as detailed in the plans and particulars deposited with Council under reference 3/2020/0325.
- (6) There are no other interests in the Property that would prevent the Owner entering into and complying with this Agreement.
- (7) The Council has resolved that the Application be approved by it under the 1990 Act (as amended) subject to Owner A and Owner B and the Lender 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 and shall include Affordable Ownership Housing Units and Affordable Rented Housing Units and Discount Sale Units;

Affordable Housing Provider

"Affordable Housing Provider" means a not for profit registered provider of affordable 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 similar successor body) 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, the Affordable Housing Unit Mix and Plan 2, to be submitted to and approved in writing by the Council such scheme to also identify the size of the Affordable Housing Units, subject to such variations as may be agreed between the Council and the Owner from time to time.

Affordable Rent

"Affordable Rent" means such rent (inclusive of service charges where applicable) as is set by the Affordable Housing Provider in line with the Local Housing Allowance for Central Lancashire and such standard recommendations and guidelines as may from time to time be published by the Homes England 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 Unit(s)

"Affordable Rented Housing Unit(s)" means the affordable rented housing constructed pursuant to the Planning Permission and Transferred to an 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 Affordable Rent.

Affordable Housing Units

"Affordable Housing Units" means those 5 (five) Dwellings which are to be provided as Affordable Housing on the Property as part of the Development in

accordance with the Affordable Housing Scheme, Plan 2 and the Affordable Housing Unit Mix and “Affordable Housing Unit” shall be construed accordingly.

Affordable Housing Unit Mix

“Affordable Housing Unit Mix” means the mix of Affordable Housing Units which shall comprise:

- (i) 1 (One) Affordable Ownership Housing Unit (which shall also comprise Over 55 Accommodation) comprising of a 2-bed Bungalow to be constructed on plot 5 as shown on Plan 2; and
- (ii) 4 (Four) Affordable Rented Housing Units comprising of 1-bed apartments to be constructed on plots 1, 2, 3 and 4 as shown on Plan 2.

Affordable Ownership Housing Unit(s)

“Affordable Ownership Housing Unit(s)” means shared ownership housing made available to an Affordable Housing Provider and sold to Eligible Households subject to a Shared Ownership Lease.

Allocations Scheme

“Allocations Scheme” means the Council’s policy for the allocation of Affordable Rented Housing Units.

Application

“Application” means the application for Planning Permission submitted to the Council reference number 3/2020/0325 for the construction of 17 dwellings with associated works, landscaping and access at the Property and registered by the Council on 19 May 2020.

Bungalow

“Bungalow” means a unit of accommodation that provides a principle bedroom and bathroom all at ground floor, in addition to and without compromising kitchen/dining and living room provision, all of which shall be designed to meet Nationally Described Space Standards, and 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.

Commencement of Development

“Commencement of Development” means the earliest date on which a material operation (within the meaning ascribed in Section 56 of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) an operation consisting of:

- (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 or site compound

and “Commence Development” 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 Contribution and “Contractually Committed” shall be construed accordingly.

Contribution

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

Council's Monitoring Fee

"Council's Monitoring Fee" means the sum of £1,095.86 to be paid by Owner B to the Council to cover the Council's costs in monitoring compliance with the Agreement.

Development

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

Discount Sale Unit(s)

"Discount Sale Unit(s)" means any units of the Affordable Housing which are to be sold to Eligible Households at the Discount market Sale Price

Discount Market Sale Price

"Discount Market Sale Price" means no more than 70% (seventy per cent) of the Open Market Value of that Dwelling.

Dwelling

"Dwelling" means any building or residential unit intended to be occupied as a dwelling (including a house, bungalow, flat or maisonette) which is to be constructed on the Property as part of the Development pursuant to the Planning Permission.

Education Acts

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

Education Contribution

"Education Contribution" means the Primary and Secondary Education Contribution as determined under this Agreement.

Education Indexation

"Education Indexation" 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.

Eligible Households

"Eligible Households" means a person or household that the Council has confirmed in writing as being in need of Affordable Housing because their needs are not met by the market as determined with regard to housing need, local incomes, local house prices and:

- (i) In the case of Affordable Rented Units identified in accordance with the provisions of the Allocations Scheme or other criteria adopted by the Council for time to time; and
- (ii) In the case of Affordable Ownership Housing Units, a household with an income of £80,000.00 (Eighty Thousand Pounds) or less and a first-time buyer, or someone who owns an existing home where they are unable to afford to buy a home suitable for meeting the housing needs on the open market; and
- (iii) In the case of Discount Sale Units a household with an income of £80,000.00 (Eighty Thousand Pounds) or less and a first-time buyer, or someone who owns an existing home where they are unable to afford to buy a home suitable for meeting the housing needs on the open market.

Expert

"Expert" means an independent person appointed in accordance with clause 13 to determine a dispute.

First Occupation

"First Occupation" means the date on which a Dwelling is first Occupied.

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.

Index

“Index” means the All Items Index of Retail Prices issued by the Office for National Statistics or in the event of discontinuance any replacement thereof or such alternative index as may be proposed by the Owner and agreed by the Council;

Indexation

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

$$\text{Contribution} \times \frac{\text{Index/Education}}{\text{Indexation for the period immediately prior to the date of payment under the S106 agreement}} \div \frac{\text{Index/Education}}{\text{Indexation for the period last published before the date of agreement}}$$

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

Interest

“Interest” means interest at four (4) per cent above the base lending rate of Barclays Bank Plc from time to time;

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 Central 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 Units.

Nationally Described Space Standards

“Nationally Described Space Standards” means the standards published by the Ministry of Housing Communities and Local Government setting out the minimum gross internal floor space requirements for the Affordable Housing Units at a defined level of occupancy.

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” (February 2019) or any replacement or modification thereof in force from time to time.

Occupation

“Occupation” 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 “Occupied” and “Occupy” shall be construed accordingly.

Off Site Leisure Contribution

“Off Site Leisure Contribution” means the sum of £9,586.98 (Nine Thousand Five Hundred and Eighty Six Pounds and Ninety Eight Pence) to be paid to the Council and used towards off site leisure facilities in Clitheroe

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 as agreed by the Council (or in the absence of agreement by an Expert) 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

"Over 55 Accommodation" means a 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) and the unit of accommodation shall provide a principle bedroom and bathroom at ground flood, in addition to and without comprising kitchen/dining and living room provision, all of which shall be designed to meet Nationally Described Space Standards and the internal and external 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) and 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;

Over 55 Accommodation Units

"Over 55 Accommodation Units" means the 2 (two) Dwellings which comply with the definition of Over 55 Accommodation to be constructed and provided on the Property as part of the Development in accordance with the provisions

of this Agreement and Plan 2 and "Over 55 Accommodation Unit" shall be construed accordingly.

Owner

"Owner" means Owner A and Owner B jointly and severally;

Plan 1

"Plan 1" means the Property location plan annexed hereto.

Plan 2

"Plan 2" means the plan appended to this Agreement labelled "Plan 2" which indicatively sets out the layout of the Affordable Housing Units and the Over 55 Accommodation Units.

Planning Permission

"Planning Permission" means the full planning permission subject to conditions to be granted by the Council pursuant to the Application, a draft of which is set out in Appendix 1.

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 Owner 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 £83,749.80 adjusted by Education Indexation, to be paid to the County Council in accordance with the terms of this Deed for the provision of additional primary school places at Clitheroe Brookside Primary School and/or St Michael And St John's Roman Catholic Primary School Clitheroe or any subsequent name or designation by which they are known;

mortgagee to dispose of an Affordable Housing Unit at a sum which is insufficient to redeem the outstanding sum of the mortgage plus costs.

1.9.2 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

1.9.3 A disposal (and any subsequent occupation) required by:

1.9.3.1 any statutory provisions now or hereafter in force; or

1.9.3.2 Homes England; or

1.9.3.3 a court order

1.10 The Owner shall ensure that any Transfer of an Affordable Housing Unit to an Affordable Housing Provider shall contain the following provisions and that the following obligations shall be binding on the Affordable Housing Provider to whom the Affordable Housing Units are Transferred and all future successors in title:

1.10.1 A covenant that the Affordable Housing Provider shall not use the Affordable Housing Unit otherwise than for Affordable Housing (and PROVIDED ALSO THAT the Affordable Ownership Housing Unit which also comprise Over 55 Accommodation shall also be used in accordance with Schedule 3);

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

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

1.11 In the event that:

Housing Scheme subject to such variations as may be agreed between the Council and the Owner from time to time

1.9 From the date of Practical Completion each Affordable Housing Unit shall be used only as Affordable Housing (and PROVIDED ALSO THAT the Affordable Ownership Housing Unit shall also be used in accordance with Schedule 3) and shall (unless otherwise agreed in writing with the Council) only be offered for Occupation to Eligible Households in accordance with the Priority Order unless otherwise agreed in writing with the Council save that this obligation shall not be binding upon:

1.9.1 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:

1.9.1.1 any such mortgagee shall first give written notice to the Council of its intention to dispose of the relevant Affordable Housing Unit and shall have used best endeavours over a period of 3 (three) months from the date of the written notice to complete a disposal of the relevant Affordable Housing Unit to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses and:

1.9.1.2 if such disposal has not completed within the 3 (three) month period, the mortgagee, chargee or receiver shall be entitled to dispose of the relevant Affordable Housing Unit free from the affordable housing provisions in this Agreement from which provisions shall determine absolutely in respect of such Affordable Housing Unit(s)

BUT FURTHER PROVIDED THAT at all times the rights and obligations of the mortgagee in this 1.9.1 shall not require the mortgagee to act contrary to its duties under the charge or mortgage nor oblige the

so as to secure the National House-Building Council's Buildmark cover (or any equivalent cover that may be introduced in substitution from time to time) and comply with minimum internal space standards set out in the Nationally Described Space Standards (or equivalent successor standards from time to time) or other such standards agreed in writing between the Owner and the Council PROVIDED THAT such standards are no less than those applied to the Market Units and PROVIDED FURTHER THAT the internal arrangements of the Affordable Ownership Housing Unit which shall also comprise Over 55 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)

- 1.6 Not to Occupy or permit the Occupation of more than 50% (fifty per cent) of the Market Dwellings within the Development until the Owner has made bone fide offers on an arm's length basis to enter into a contract to sell 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 and has given to the Council a summary of those Affordable Housing Providers to whom such offers have been made.
- 1.7 From the date the Affordable Housing Units within the Development are first offered to an Affordable Housing Provider pursuant to paragraph 1.6 of this Schedule 2 (above) the Owner shall use all reasonable endeavours to complete a Transfer of all of the Affordable Housing Units to the Affordable Housing Provider in accordance with the terms of this Deed and the Owner shall not Occupy or permit the Occupation of more than 50% of the Market Dwellings until all of the Affordable Housing Units have been Transferred to an 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 Owner 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 1.7
- 1.8 No more than 75% (seventy five per cent) of the Market Dwellings within the Development shall be Occupied until all of the Affordable Housing Units have been Practically Completed in accordance with the approved Affordable

SCHEDULE 2

Owner's Covenants with the Council

The Owner covenants with the Council in the following terms:-

1. **Affordable Housing**

1.1 The Owner shall provide and deliver Affordable Housing as part of the Development in accordance with the provisions of this Schedule 2 PROVIDED ALSO THAT the Affordable Housing Ownership Unit which also comprises Over 55 Accommodation shall also be subject to the provisions of Schedule 3 of this Deed as well as the provisions of this Schedule 2.

1.2 The Owner shall submit the Affordable Housing Scheme to the Council for approval prior to the Commencement of Development and the Owner shall not Commence Development or permit the Commencement of Development until the Affordable Housing Scheme has been approved by the Council in writing.

1.3 5 (Five) of the Dwellings to be provided within the Development shall be constructed, provided and Occupied as Affordable Housing Units in accordance with the Affordable Housing Unit Mix, which shall comprise the following:

1.3.1 1 (One) of the Affordable Housing Units shall comprise an Affordable Ownership Housing Unit (and which shall also comprise Over 55 Accommodation subject to the provisions of Schedule 3) comprising of a 2-bed Bungalow to be constructed on plot 5 as shown on Plan 2; and

1.3.2 4 (Four) of the Affordable Housing Units shall comprise Affordable Rented Housing Units comprising 1-bed apartments to be constructed on plots 1, 2, 3 and 4 as shown on Plan 2

1.4 The Affordable Housing Units shall be constructed and provided strictly in accordance with the approved Affordable Housing Scheme.

1.5 All of the Affordable Housing Units must be constructed strictly in accordance with the relevant standards laid down by the National House-Building Council

SCHEDULE 1
Owners obligations

The Owner covenants with the Council and the County Council:

1. Notice of Commencement

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

2. Notice of Occupations

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

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

borne by the parties in equal shares

- 13.3 The Expert howsoever appointed shall act as an expert and not as an arbitrator and his reasonable costs shall be at his discretion and the Expert shall be subject to the express requirement that he reaches his decision and communicates it 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 forty-six Working Days after the date of his appointment to act.
- 13.4 The Expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further fifteen Working Days in respect of any such submission and material and the Expert's decision shall be given in writing within twenty-one Working Days from receipt of any counter submissions or in the event that there are no counter submissions within twenty-one Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be final and binding on the said parties.
- 14.5 The provisions of this clause shall not affect or fetter the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

14 INDEXATION

Any sum referred to in the Schedules to this Deed shall be subject to Indexation from the date of the Planning Permission until the date on which such sum is payable

15 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales (as they apply in England) and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

Dwelling) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property purchased by reference to a plan.

11 INTEREST

If any payment due under this Deed is paid late, Interest shall be payable from the date payment is due to the actual date of payment.

12 VAT

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

13 DISPUTE RESOLUTION

13.1 In the event of any dispute or difference arising between any of the parties to this Deed touching or concerning any matter or thing arising or contained in this Deed (other than a dispute or difference touching or concerning the meaning or construction of this Deed) such dispute or difference shall be referred to an Expert being 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 to such qualifications.

13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 13.1 or as to the appropriateness of the professional body then within fourteen Working Days after any party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the Expert to be appointed pursuant to clause 13.1 then such question may be referred by either party to the president for the time being of the Law Society of England and Wales and 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 a manifest error and his costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be

8 Miscellaneous

- 8.1 Owner B shall pay to the Council the Council's Monitoring Fee on completion of this Deed.
- 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 Owner at any time after the obligations of the Owner 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 The Owner B shall pay the Council's legal fees incurred in relation to this Deed the sum of £1,000 and the County Council's legal fees of £350 (three hundred and fifty pounds).

9 WAIVER

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 for acting upon any subsequent breach or default.

10 CHANGE OF OWNERSHIP

Save in relation to a transfer by the Owner A to the Owner B pursuant to the Contract, the Owner agrees with the Council to give the Council within 10 Working Days written notice of any change in the ownership of any of its interests in the Property (save for any transfer in respect of an individual

Priority Order

“Priority Order” means the following cascading order of persons to whom an Affordable Housing Unit must be offered in accordance with paragraph 1.9 of Schedule 2 in the first instance where at least one ordinarily resident member of the Eligible Household is a person who is in housing need and who:

- i. have lived in the Borough of Ribble Valley for at least 5 years of the last 10 years
- ii. currently live within the Borough of Ribble Valley and have done so for at least the past 12 months (proof of residence for the relevant period must be provided in the form of the electoral roll or (if such persons are not on the electoral roll) utility and council tax bills);
- iii. used to live in the Borough of Ribble Valley for not less than three years but was forced to move away because of the lack of Affordable Housing;
- iv. currently work in the Borough of Ribble Valley and have done so for at least the past 12 months for more than 18 hours per week;
- v. currently has a close family member (mother, father, brother, sister, son, daughter) living in the Borough of Ribble Valley and who have done so for not less than three years.
- vi. is the wife, husband or civil partner (as defined in the Civil Partnership Act 2004) or is the resident dependent (such as a child) of such a person specified in (i) to (v) above.

PROVIDED ALWAYS THAT the Affordable Housing Units shall be provided to Eligible Households and PROVIDED ALWAYS THAT the Affordable Ownership Housing Units shall also at all times be offered and Occupied as Over 55 Accommodation

Property

“Property” means the freehold property comprising the land north of Chatburn

Road Clitheroe BB7 2EQ as shown edged red on Plan 1 annexed hereto against which this Deed may be enforced and registered as at the date of this Deed at the Land Registry under title number LAN207423 and LA703653.

Protected Tenant

“Protected Tenant” means any tenant 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 Housing Unit;
- (b) has been granted a shared ownership lease by an Affordable Housing Provider in respect of an Affordable Ownership Housing Unit and has subsequently purchased from the Affordable Housing Provider all the remaining shared so that the tenant owns the entire Affordable Housing Unit.

Shared Ownership Lease

“Shared Ownership Lease” means a lease in the form of the Home England’s model shared ownership lease as amended from time to time and on terms that permit part purchase of a minimum of 25% of the equity in a Dwelling together with the rent payable for the open market rack rental value of the un-purchased percentage of the equity in the unit up to a value which does not exceed the rent set by Homes England from time to time (or such other rent or form of lease approved in writing by the Council in its absolute discretion) and permits staircasing up to 100% ownership.

Secondary Education Contribution

“Secondary Education Contribution” means the sum of £46,123.50 adjusted by Education Indexation, 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 Roman Catholic High School and/or Shuttleworth College or any subsequent name or designation by which they are known;

Transfer

“Transfer” means in relation to the transfer of an interest in property the transfer of a freehold interest.

“Working Day(s)”

“Working Day(s)” means Monday to Friday (excluding days that in England and Wales are public holidays) inclusive.

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
- 1.6. 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 to the Property or any part thereof and in the case of the Council and County Council the successors to their respective statutory functions.

2. Legal Basis and Enforceability

- 2.1 This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.2 The covenants, restrictions and requirements imposed on the Owner under this Deed create planning obligations pursuant to Section 106 of the Act with the intent to bind the Property and are enforceable by the Council (and where applicable the County Council) as local planning authority against the Owner and their respective successors in title.
- 2.3 The obligations of this Deed are conditional on the grant of the Planning Permission and the Commencement of Development SAVE FOR the provisions of clauses 2.8, 2.9, 3, 4, 5, 7.1 (but only in respect of paragraph 1 of Schedule 1, paragraph 1.2 of Schedule 2 and paragraph 1.2.2 of Schedule 3), 8, 10, 13 and 15 which shall come into effect immediately upon completion of this Deed.
- 2.4 No persons shall be liable for a breach of covenant contained in this Deed after he shall have parted with his entire 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 2.4.
- 2.5 This Deed shall not be binding or enforceable against:
- 2.5.1 individual owner-occupiers or tenants of the Dwellings SAVE THAT the provisions of Schedule 2 shall remain binding on owners occupiers and tenants of the Affordable Housing Units and their respective successors in title and their mortgagees and SAVE FURTHER THAT the provisions of Schedule 3 shall remain binding on owners occupiers and tenants of the Over 55 Accommodation Units and their respective successors in title and their mortgagees;
- 2.5.2 any statutory undertakers or telecommunications provider in respect of any plant, equipment or apparatus installed on the Property for the purposes of the

Development;

- 2.5.3 Save for any mortgagee or chargee of the Affordable Housing Units (which are subject to the provisions of Schedule 2) and the Lender, any mortgagee or chargee SAVE THAT any legal charge taken over the Property in the future shall take effect subject to this Deed and if such a mortgagee or chargee takes possession of the Property (or any part thereof) it will be bound by the obligations in this Deed as if it were a person deriving title from Owner A or Owner B, as the case may be.
- 2.6 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 Owner A or Owner B, as the case may be) pursuant to the Contract (Rights of Third Parties) Act 1999.
- 2.7 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.
- 2.8 The Lender acknowledges and declares that this Agreement has been entered into by Owner B with its consent and that the Property shall be bound by the obligations contained in this Agreement and that the security of the Charge over that part of the Property that is registered under title number LA703653 shall take effect subject to this agreement PROVIDED THAT the Lender shall otherwise have no liability under this Agreement unless it take possession of the Property (or any part thereof) in which case it too will be bound by the obligations as if it were a person deriving title from Owner B.
- 2.9 Owner B consents to this Deed being entered into by Owner A with the intention that its interest in the Property will be bound by the terms of this Deed.

3 Expiry Modification Variation or Amendments of Planning Permission

- 3.1 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 or (without the consent of the Owner) it is modified by any

statutory procedure (other than an application made under Section 96A of the Act) or expires prior to the Commencement of Development.

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 Owner hereby covenants with the Council to perform the obligations as specified in Schedules 1, 2, 3 and 4 of this Deed

7.2 The Owner hereby covenants with the County Council to perform the obligations as specified in Schedule 1 and Schedule 5 of this Deed

7.3 The Council covenants with the Owner in the terms set out in Schedule 6 of this Deed

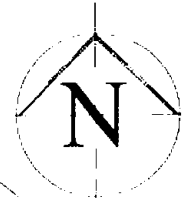
7.4 The County Council covenants with the Owner in the terms set out in Schedule 7 of this Deed

Technical Appendix 2
of Existing Trees

Technical Appendix 2
of Existing Trees

Plan 2

29863



REV DATE DESCRIPTION



Helm Bank, Natland, Kendal
Cumbria LA9 7PS
Tel: 015395 60605 OakmereHomes.co.uk

PROJECT TITLE
CHATBURN ROAD SOUTH
CLITHEROE

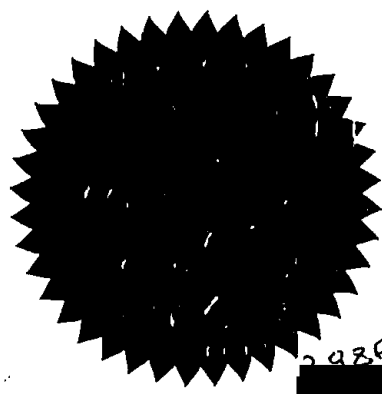
DRAWING TITLE
Proposed Tenure Layout

DRAWING NUMBER
068/SE/01

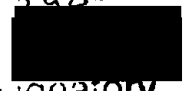
DATE
01/21

REVISION

SCALE
1:500 @ A3



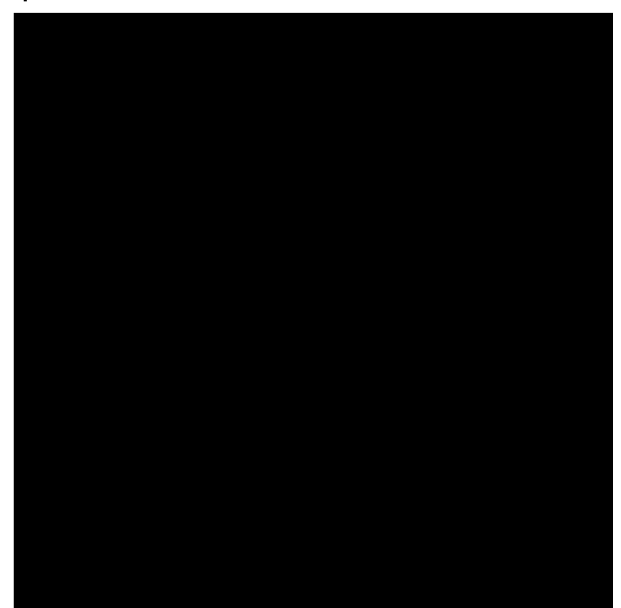
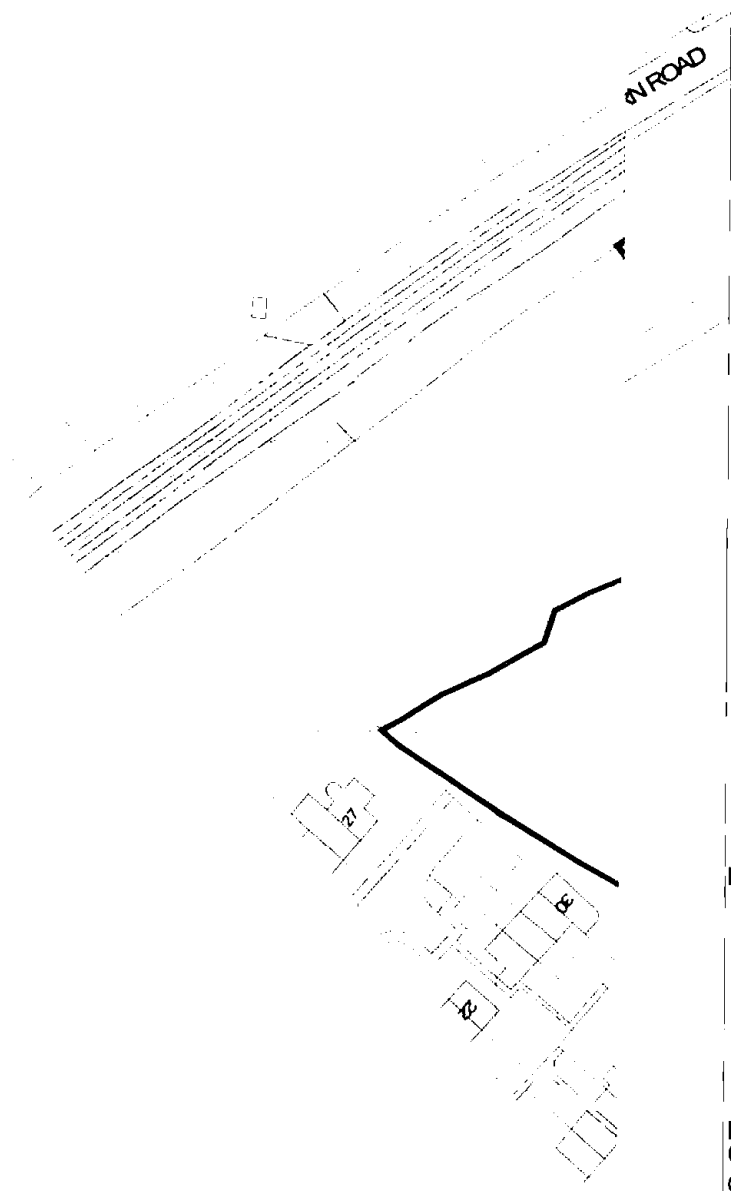
29863



Authorized Signatory

93

IN ROAD



REV DATE DESCRIPTION



Helm Bank, Nalland, Kendal
Cumbria LA9 7PS

Tel: 015395 60605 OakmereHomes.co.uk

PROJECT TITLE
Chatburn Road South
Clitheroe

DRAWING TITLE
Site Location Plan

DRAWING NUMBER
068/Loc/01

REVISION
-

DATE
21/04/20

SCALE
1:1250@A3

plan 1

1.11.1 the Affordable Housing Provider to whom an offer is made by the Owner in accordance with paragraph 1.6 of this Schedule 2 declines to accept a transfer of some or all of the Affordable Housing Units within the Development: or

1.11.2 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 1.6 of this Schedule 2 (whichever is the later)

1.11.3 then paragraph 1.12 of this Schedule 2 (below) shall apply in respect of such Affordable Housing Units.

1.12 Where this paragraph 1.12 applies then:

1.12.1 the Owner may at any time serve notice upon the Council stating that this paragraph 1.12 applies and providing evidence as to why despite using all reasonable endeavors to complete a Transfer to an Affordable Housing Provider in accordance with paragraph 1.7 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);

1.12.2 upon receipt of the Owner's written notice served pursuant to sub-paragraph 1.12.1 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 1.7 of this Schedule 2 the Owner 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;

1.13 In the event that the Council confirms in writing pursuant to sub-paragraph 1.12.2 that it disagrees that that despite complying with paragraph 1.7 of this Schedule 2 the Owner have been unable to Transfer the Affordable Housing

Units to the Affordable Housing Provider then the Owner may:

- 1.13.1 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 1.6 and 1.7 of the Schedule 2 (in which case the Owner shall be entitled to invoke the procedure set out in this paragraph 1.12 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
 - 1.13.2 submit further evidence and submissions to the Council in order to address the Council's reasons for disagreement (in which case sub-paragraphs 1.12.1 to 1.12.2 of this Schedule 2 shall apply mutatis mutandis to the Council's consideration of such evidence and submission); or
 - 1.13.3 refer any dispute or disagreement for independent determination in accordance with Clause 13 of this Deed.
- 1.14 In the event that the Council or an Expert (as defined in Clause 13 of this Deed) confirms pursuant to this paragraph 1.14 of this Schedule 2 or Clause 13 (as the context requires) that despite complying with paragraph 1.6 and 1.7 of this Schedule 2 the Owner has been unable to Transfer the Affordable Housing Units to the Affordable Housing Provider then Owner shall be entitled to dispose of the relevant Affordable Housing Units as Discount Sale Units PROVIDED that such disposal shall be at no more than Discount Market Sale Price and shall be to Eligible Households subject to Priority Order in perpetuity.

SCHEDULE 3
OVER 55 ACCOMMODATION

The Owner covenants with the Council as follows:

1. OVER 55 ACCOMMODATION

- 1.1 The Owner shall provide and deliver Over 55 Accommodation as part of the Development in accordance with the provisions of this Schedule 3 PROVIDED ALSO THAT the Over 55 Accommodation Unit which comprises an Affordable Housing Ownership Unit shall also be subject to the provisions of Schedule 2 of this Deed as well as the provisions of this Schedule 3.
- 1.2 2 (Two) of the Dwellings to be provided within the Development shall be constructed, provided and Occupied in accordance with the terms of this Deed as Over 55 Accommodation Units of which:
 - 1.2.1 One of the Over 55 Accommodation Units (which shall also comprise an Affordable Ownership Housing Unit subject also to the provisions of Schedule 2) shall comprise a 2-bed Bungalow to be constructed on plot 5 as shown on Plan 2; and
 - 1.2.2 One of the Over 55 Accommodation Units (which shall be a Market Dwelling) shall be a 3-bedroom house and shall be constructed on either plot 7 or 9 as shown on Plan 2 ("**the Market Over 55 Accommodation Unit**"), the exact location to be agreed with the Council prior to Commencement of Development.
- 1.3 The Over 55 Accommodation Units shall each 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 Nationally Described Space Standards and 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 provisions) and 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.

- 1.4 The Over 55 Accommodation Units shall not be Occupied by a person under the age of 55 years (SAVE 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).
- 1.5 Any Transfer of the Over 55 Accommodation shall contain a covenant that the Over 55 Accommodation shall not be Occupied by a person under the age of 55 years (SAVE 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).
- 1.6 The Market Over 55 Accommodation Unit shall be properly marketed and advertised as such on the open market subject to the occupancy condition as set out in paragraph 1.4 of this Schedule 3.
- 1.7 In the event that despite the proper marketing of the Market Over 55 Accommodation Unit no sale of the Market Over 55 Accommodation Unit has been effected within 6 (six) months of Practical Completion of the relevant unsold unit then paragraph 1.8 of this Schedule 3 (below) shall apply in respect of such Market Over 55 Accommodation Unit.
- 1.8 Where paragraph 1.7 applies then:
 - 1.8.1 The Owner may at any time serve notice upon the Council stating that this paragraph 1.8.1 applies and providing evidence as to why despite complying with paragraph 1.6 of this Schedule 3 the Owner has been unable to sell the Market Over 55 Accommodation Unit to those eligible for such unit together with evidence of such proper marketing as was carried out to effect the sale;

- 1.8.2 upon receipt of the Owner's written notice served pursuant to sub-paragraph 1.8.1 above the Council shall consider the evidence (if any is available) and confirm in writing within 10 (ten) Working Days of the date of receipt whether or not it agrees that despite complying with paragraph 1.6 of this Schedule 3 the Owner has been unable to sell the Market Over 55 Accommodation Unit to those eligible for such units and in the event that the Council disagrees the Council shall set out its full reasons for such disagreement.
- 1.9 In the event that the Council confirms in writing pursuant to sub-paragraph 1.8.2 that it disagrees that despite complying with paragraph 1.6 of this Schedule 3 the Owner has been unable to sell the Market Over 55 Accommodation Unit to those eligible for such units then the Owner may:
- 1.9.1 submit further evidence and submissions to the Council in order to address the Council's reasons for disagreement in which case sub-paragraphs 1.8.1 and 1.8.2 of this Schedule 3 shall apply mutatis mutandis to the Council's consideration of such evidence and submission; or
- 1.9.2 refer any dispute or disagreement for independent determination in accordance with Clause 13 of this Deed.
- 1.10 In the event that the Council or an Expert (pursuant to Clause 13 of this Deed) confirms pursuant to this paragraph 1.10 of this Schedule 2 or Clause 13 (as the context requires) that despite complying with paragraph 1.6 of this Schedule 3 the Owner has been unable to sell the Market Over 55 Accommodation Unit to those eligible for such then the Owner shall be entitled to dispose of the relevant sell the Market Over 55 Accommodation Unit to those eligible for such units on the open market from the restrictions in this Schedule 3.

SCHEDULE 4
OFFSITE LEISURE CONTRIBUTION

1. Off Site Leisure Contribution

The Owner covenants with the Council as follows:

- 1.1 To pay the Off Site Leisure Contribution to the Council in full prior to the First Occupation of the 7th (Seventh) Dwelling.
- 1.2 Not to Occupy or permit the Occupation of more than 6 (six) Dwellings until the Off Site Leisure Contribution has been paid to the Council in full.

SCHEDULE 5
EDUCATION CONTRIBUTIONS

The Owner's covenants to the County Council

The Owner hereby covenants with the County Council as follows:

1. Primary Education Contribution

- 1.1 To pay 50% of the Primary Education Contribution to the County Council prior to the First Occupation of the 7th Dwelling.
- 1.2 Not to Occupy nor permit the Occupation of more than 6 Dwellings until 50% of the Primary Education Contribution has been paid to the County Council.
- 1.3 To pay the remaining 50% of the Primary Education Contribution to the County Council prior to the First Occupation of the 14th Dwelling.
- 1.4 Not to Occupy or permit the Occupation of more than 13 Dwellings unless and until the remaining 50% of the Primary Education Contribution has been paid to the County Council.

2. Secondary Education Contribution

- 2.1 To pay 50% of the Secondary Education Contribution to the County Council prior to the First Occupation of the 7th Dwelling.
- 2.2 Not to Occupy or permit the Occupation of more than 6 Dwellings unless and until 50% of the Secondary Education Contribution has been paid to the County Council.
- 2.3 To pay the remaining 50% of the Secondary Education Contribution to the County Council prior to the First Occupation of the 14th Dwelling.
- 2.4 Not to Occupy or permit the Occupation of more than 13 Dwellings unless and until the remaining 50% of the Secondary Education Contribution has been paid to the County Council.

3. Notification

- 3.1 To notify Lancashire County Council's School Planning Team at the address shown in this Deed within 10 working days of the above trigger points in paragraph 1 and paragraph 2 to this Schedule 3 having been reached.

SCHEDULE 6 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 Contractually Committed for expenditure by the Council within 10 years following the date of receipt of the Contributions in whole the Council shall refund to the Owner such Contribution which has not been spent or Contractually Committed for expenditure, together with any accrued interest at the Bank of England base rate for the period from the date of payment to the date of refund **SAVE THAT** it is agreed that the Council may use public funds to carry out the purposes specified in the Agreement in advance of receiving any of the sums from the Owner and may apply the sums received towards offsetting the amount spent from public funds

SCHEDULE 7

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 Owner such amount of any payment made by the Owner 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 the Education Contributions together with interest at the Bank of England base rate for the period from the date of payment to the date of refund.
4. Should the Primary Education Contribution and the Secondary 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 Primary Education Contribution and the Secondary 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 Owner.

APPENDIX 1
DRAFT PLANNING PERMISSION

ˆRIBBLE VALLEY BOROUGH COUNCIL

Department of Development

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

Telephone: 01200 425111 www.ribblevalley.gov.uk planning@ribblevalley.gov.uk

Town and Country Planning Act 1990

PLANNING PERMISSION

APPLICATION NO: 3/2020/0325

DECISION DATE:

DATE RECEIVED: 19/05/2020

APPLICANT:

Oakmere Homes Ltd

C/o Agent

AGENT:

Mr Mike Hughes

Smith and Love Planning Consultants

Rational House

32 Winckley Square

Preston

PR1 3JJ

DEVELOPMENT Construction of 17 dwellings with associated works, landscaping and access.

PROPOSED:

AT: Land north of Chatburn Road Clitheroe BB7 2EQ

Ribble Valley Borough Council hereby give notice that **permission has been granted** for the carrying out of the above development in accordance with the application plans and documents submitted subject to the following condition(s):

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

REASON: Required to be imposed 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 on drawings:

Drawing No: 068-Loc01 Location Plan
Drawing No: 068-P-01 Rev E Site Layout Plan
Drawing No: 068-P-02 Rev B Fencing Layout
Drawing No: 068-P-03 Rev B Vehicle Charging Layout
Drawing No: 068-P-04 Rev B Street scene and Section
Drawing No: 068-P-05 Rev B Site Layout with External Levels
Drawing No: 19664-100 Revision 2 General Arrangement
Drawing No: 19664-101 Revision 2 Contour Layout
Drawing No: C-981-40 Rev B Landscape Proposal and Tree Survey
Drawing No: 19.664 - 500 Revision 2 Drainage Layout
Drawing No: 19.664 - 510 Rev C Drainage Long Section
Drawing No: 19.664 - 530 Drainage Details
Drawing No: 19.664 - 531 Headwall Detail and Outfall Long Section
Drawing H3C - Headwall Flap Valve
Drawing SHE-0104-5600-1500-5600 x2 - Hydrobrake Optimum & characteristics
Drawing SHE-0126-7800-1280-7800 x2 - Additional Hydrobrake details & Characteristics
Drawing No: 19.664 - 532 Drainage Details - Manhole and Hydrobrake
Drawing No: 19.664 - 720 Long Sections
33624_LH_D1 - Rev A - polystorm attenuation tank - general arrangement
Drawing No: 068-BOW-P01 Bowfell Plans
Drawing No: 068-BOW-P02 Bowfell Elevations
Drawing No: 068-BOW-SPL-P01 Bowfell Split Level Plans
Drawing No: 068-BOW-SPL-P02 Bowfell Split Level Elevations
Drawing No: 068-ENN-AG-P01 Ennerdale with attached garage Plans
Drawing No: 068-ENN-AG-P02 Ennerdale with attached garage Elevations
068-GRA-P01 Grasmere Plans
068-GRA-P02 Grasmere Elevations
068-ROTH-P01 Rothay Plans
068-ROTH-P02 Rothay Elevations
068-WAS SPL-P01 Wasdale Split Level Plans
068-WAS SPL-P02 Wasdale Split Level Elevations
068-WAS-P01 Wasdale Plans
068-WAS-P02 Wasdale Elevations
068-MF-01A Material Finishes Layout
068-MF-01C Material House Types List Chatburn Road South
Drawing Griz - P01
Drawing Griz - P02
Drawing Griz - P03
Drawing App P01 1 Rev A
Drawing App P02 Rev A
Drawing App P03 Rev A
Proposed Tenure Layout 068/P/06 Revision D
Detailed Landscape Proposals & Tree Survey c-981-40 Revision B

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

3. Landscape and Ecology

The landscaping proposals hereby approved shall be implemented in the first planting season following the first occupation 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.

4. 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.

5. During the construction period, all trees as shown to be retained within the submitted details 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.

APPLICATION NO. 3/2020/0325

DECISION DATE:

6. Drainage and Flooding

The development permitted by this planning permission shall be carried out in accordance with the surface water drainage scheme set out on drawing 19.664-500 Rev C. The surface water drainage scheme shall be fully implemented prior to occupation and in accordance with the timing / phasing arrangements embodied within the scheme. The surface water drainage scheme shall then be managed and maintained thereafter in accordance with the arrangements set out in the accompanying maintenance plan (by Reford Consulting Engineers Limited, dated July 2020).

REASON: To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site. To reduce the risk of flooding to the proposed development and future occupants. To ensure that the drainage for the proposed development can be adequately maintained and to ensure that there is no flood risk on- or off-the site resulting from the proposed development or resulting from inadequate the maintenance of the sustainable drainage system.

7. Highways Matters

.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.

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.


pp NICOLA HOPKINS
DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING

Notes

Right of Appeal

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- If this is a decision to refuse planning permission, or approve with conditions, a householder application, if you want to appeal against your local planning authority's decision then you must do so within 12 weeks of the date of this notice.
- If this is a decision to refuse planning permission, or approve with conditions, a minor commercial application, if you want to appeal against your local planning authority's decision then you must do so within 12 weeks of the date of this notice.

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000. The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in section 114 of the Town and Country Planning Act 1990.

Purchase Notices

If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State for the Environment and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, they may serve on the Council of the county borough or county district in which the land is situated a purchase notice requiring that Council to purchase their interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

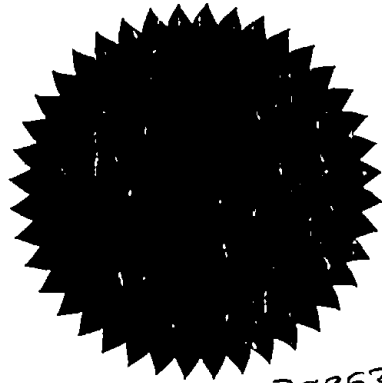
APPENDIX 2

COUNTY COUNCIL'S EDUCATION METHODOLOGY – September 2020

<https://www.lancashire.gov.uk/media/919346/annex-2-education-methodology.pdf>

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

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



29863



Authorised Signatory

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

1885

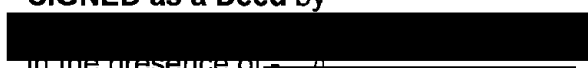
Mayor



Chief Executive



SIGNED as a Deed by



in the presence of

Witness signature.....

Witness name.....

Witness address.....

**HARRISON DRURY & CO
SOLICITORS
21 CHURCH STREET
CLITHEROE
BB7 2DF**

Witness occupation.....

Solicitor

SIGNED as a Deed by

[REDACTED]
in the presence of:-

Witness signature [REDACTED]

Witness name.... [REDACTED]

Witness address..... HARRISON DRURY & CO.....
SOLICITORS
21 CHURCH STREET.....
CLITHEROE
BB7 2DF

Witness occupation... *Solicitor*.....

EXECUTED as a Deed by

[REDACTED]
acting by:

[REDACTED].....
Director/~~Secretary~~

[REDACTED].....
(print name)

[REDACTED].....
Director/~~Secretary~~

[REDACTED].....
(print name)

Executed as a deed by

[Redacted]

[Redacted]

[Redacted]

in the presence of:

[Redacted]

Signature of witness

in the presence of:

[Redacted]

Signature of witness

[Redacted]
Name of witness (IN BLOCK CAPITALS)

[Redacted]
Name of witness (IN BLOCK CAPITALS)

[Redacted]
Address of witness

[Redacted]
Address of witness

[Redacted]
Occupation of witness

[Redacted]
Occupation of witness

