

DATED

19 October

2022

LANCASHIRE COUNTY COUNCIL

- and -

RIBBLE VALLEY BOROUGH COUNCIL

- and -

REDROW HOMES LIMITED

-and-



SECTION 106 AGREEMENT

TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO LAND AT NEDDY LANE, BILLINGTON, CLITHEROE

THIS AGREEMENT AND DEED is made the *14th* day of *October* 2022

BETWEEN

1. **LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Fishergate, Preston, Lancashire PR1 8XJ (hereinafter called "**the County Council**");
2. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire BB7 2RA (hereinafter called "**the Council**");
3. **REDROW HOMES LIMITED** (Co. Regn. No. 01990710) of Redrow House, St David's Park, Flintshire CH5 3RX ("**the First Owner**");
4. [REDACTED]
Neddy Lane, Billington, Clitheroe BB7 9ND ("**the Second Owner**"); and

WHEREAS

- (1) The First Owner is the registered freehold owner of the part of the Application Site registered at the Land Registry with Absolute Title under Title Number LAN245288
- (2) The Second Owner is the registered freehold owner of the part of the Application Site registered at the Land Registry with Absolute Title under title number LAN140183
- (3) The Council is the Local Planning Authority for the purposes of the 1990 Act (as amended) for the area within which the Application Site is situated and by whom the obligations contained in Schedule 1 and Schedule 2 in this Deed are enforceable
- (4) The County Council is the County Planning Authority and education authority for the area within which the Application Site is situated and by whom the obligations contained in Schedule 1 and Schedule 3 are enforceable
- (5) There are no other interests in the Application Site that would prevent the Owners entering into and complying with this Deed

- (6) The First Owner has applied to the Council for full planning permission for the erection of 36 residential units including landscaping and associated infrastructure as detailed in the Application.
- (7) The Council resolved on ~~02/12/21~~ that the Application be approved by it under the 1990 Act subject to the Owners entering into this Planning Obligation Deed in accordance with Section 106 of the 1990 Act

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

In this Deed unless the context otherwise requires:

1990 Act

"1990 Act" means the Town and Country Planning Act 1990 (as amended)

Affordable Housing

"Affordable Housing" has the meaning given to it in Annex 2 of the NPPF.

Affordable Housing Mix

"Affordable Housing Mix" means the document annexed to this Deed at Appendix 5 which shows the plot numbers, tenure, and house type for each Affordable Housing Unit.

Affordable Housing Provider

"Affordable Housing Provider" means a company or organisation whose aim or function includes the provision and management of Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) and which is either:

- (a) a Non Profit Registered Provider as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of that Act) and registered with Homes England; or

- (b) any company or other body approved by Homes England for receipt of social housing grant

Affordable Housing Scheme

"Affordable Housing Scheme" means the scheme for the provision of the Affordable Housing Units to be submitted to and approved by the Council pursuant to paragraph 1.4 of Schedule 2.

Affordable Housing Units

"Affordable Housing Units" means those Dwellings which are to be provided as Affordable Housing on the Application Site as part of the Development in accordance with the Affordable Housing Mix and Affordable Housing Scheme and shown shaded blue and green on Plan 2 and "Affordable Housing Unit" shall be construed accordingly.

Affordable Rented Housing Unit

"Affordable Rented Housing Unit" means an Affordable Housing Unit Transferred to an Affordable Housing Provider for allocation as affordable rented housing to Eligible Households where the lettings shall be made under a form of tenancy prescribed by Homes England and at a rent equal to or less than the prevailing affordable rent (inclusive of applicable service charges) permitted by Homes England which shall normally be 80% of the open market rental value (or the maximum amount of local housing allowance payable for the Dwelling if this is lower than the calculated 80% figure)

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 on 5 February 2021, reference number 3/2021/0205 for residential development including landscaping and associated infrastructure.

Application Site

"Application Site" means the land shown edged red on Plan 1.

Bungalow

"Bungalow" means a unit of accommodation that provides a principle bedroom and bathroom at ground floor, in addition to and without compromising kitchen/dining and living room provision, and constructed so that all internal and external arrangements of the unit of accommodation 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) 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.

Commencement of Development

"Commencement of Development" means the carrying out as part of the Development of any material operation (as defined by Section 56(4) of the 1990 Act) other than (for the purposes of this Deed and for no other purposes) 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; or
- (j) construction of temporary access.

and "Commence Development" shall be construed accordingly.

Compensatory Storage Scheme

"Compensatory Storage Scheme" means the scheme for the construction and management of the Flood Compensation Area to be submitted to and approved by the Council in accordance with the Planning Permission

Contribution

"Contribution" means all or any of the Education Contribution and the Off Site Recreation Contribution

Council's Monitoring Fee

"Council's Monitoring Fee" means the sum of £1,193.47 to be paid by the First Owner to the Council to cover the Council's costs in monitoring compliance with this Deed.

Development

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

Discount Sale Unit

"Discount Sale Unit" means any units of the Affordable Housing which are to be sold to Eligible Households in accordance with paragraph 1.17 of Schedule 2

Discount for Sale Restriction

"Discount for Sale Restriction" means the restriction to be entered in the proprietorship register at the Land Registry in relation to each Discount Sale Unit in the following terms:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a written consent by the solicitor of the disponent or the donee or Ribble Valley Borough Council that the provisions of paragraph 1.17 of Schedule 2 of a Section 106 Agreement dated _____ and made between (1) Lancashire County Council (2) Ribble Valley Borough Council (3) Redrow Homes Limited and (4) Keith

Richard Geldard and Marion Geldard have been complied with or do not apply to the disposition"

Dwelling

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

"Education Contribution" means the sum of £69,185.25 (Sixty Nine Thousand One Hundred and Eighty Five Pounds and Twenty Five Pence) to be paid to the County Council in accordance with the terms of this Deed for the provision of additional primary or secondary school places at any one or more of the following schools:

- (i) the new school on the Higher Standen development;
- (ii) Simonstone St Peter's Church of England Primary School;
- (iii) Clitheroe Grammar School;
- (iv) St Augustine's Roman Catholic High School

or any subsequent name or designation by which they are known

Eligible Household

"Eligible Household" 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 Housing Units, identified in accordance with the provisions of the Allocations Scheme or other criteria adopted by the Council from time to time; and
- (ii) in the case of Shared Ownership Dwellings, 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.

Flood Compensation Area

"Flood Compensation Area" means such part of the land shown edged red on Plan 3 as is required for the provision of the Compensatory Storage Scheme

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

- (i) in the case of the Education Contribution 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; and
- (ii) in all other cases 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

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

$$\text{Contribution} \quad \times \quad \text{Index for the period} \quad \div \quad \text{Index for the period} \\ \text{immediately prior to} \quad \text{last published before}$$

the date of payment
under the S106
agreement

the date of the
Planning Permission

Interest

"Interest" means interest at 4% (four per cent) above the base lending rate of Barclays Bank plc from time to time

Local Housing Allowance

"Local Housing Allowance" means the list of rents set by the Valuation Office Agency for the area in which the Application Site is situated.

Market Dwelling

"Market Dwelling" means those Dwellings which comprise general market housing for sale between a willing seller and a willing buyer in an arm's length transaction wherein the parties had each acted knowledgeably, prudently and without compulsion on the open market and which are not Affordable Housing.

Market Value

"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:-

- (i) a willing buyer and a willing seller in an arm's length transaction;
- (ii) 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;
- (iii) 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;
- (iv) that no account is taken of any additional bid by a purchaser with a special interest; and
- (v) that each party had acted knowledgeably prudently and without compulsion.

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” (July 2021) or any replacement or modification thereof in force from time to time.

Occupation and Occupied

“Occupation” and “Occupied” means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, occupation for marketing or display or occupation in relation to security operations and “**Occupy**” shall be construed accordingly.

Off Site Recreation Contribution

“Off Site Recreation Contribution” means the sum of £19,347.48 (Nineteen Thousand Three Hundred and Forty Seven Pounds and Forty Eight Pence) payable for Off Site Recreation facilities in Billington calculated by reference to the number of bedrooms of a dwelling to be paid to the Council in accordance with the terms of this Deed for improvements to recreational facilities

Owners

“Owners” means the First Owner and the Second Owner together with their successors in title or their assigns.

Plan 1

“Plan 1” means the plan annexed to this Deed at Appendix 1 and so marked.

Plan 2

"Plan 2" means the plan annexed to this Deed at Appendix 2 and so marked.

Plan 3

"Plan 3" means the plan annexed to this Deed at Appendix 3 and so marked.

Planning Permission

"Planning Permission" means the full Planning Permission subject to conditions to be granted pursuant to the Application, a draft of which is annexed to this Deed at Appendix 4 (and including any amendment of it granted pursuant to an application under Section 96A of the 1990 Act).

Practical Completion

"Practical Completion" means the issue of a cover note by the new home warranty provider for the relevant Dwelling confirming that the new home warranty provider has inspected the relevant Dwelling and that they are satisfied with the relevant Dwelling and that the new home warranty will be issued and "Practically Completed" shall be construed accordingly

Priority Order

"Priority Order" means the following cascading order of persons to whom an Affordable Housing Unit must be offered in accordance with paragraph 1.10 of Schedule 2:

in the first instance where at least one ordinarily resident member of 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 (five) years of the last 10 (ten) years;
- (ii) currently live within the Borough of Ribble Valley and have done so for at least the past 12 (twelve) 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 3 (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 (twelve) months for more than 18 (eighteen) 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.

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; or
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or
- (c) has been granted a shared ownership lease by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing Provider) by the Affordable Housing Provider in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;

Shared Ownership Dwellings

“Shared Ownership Dwellings” means housing made available to an Affordable Housing Provider and sold subject to a Shared Ownership Lease

Shared Ownership Lease

“Shared Ownership Lease” means a lease in the form of the Homes England model shared ownership lease as amended from time to time and on terms

that permit part purchase of a minimum of 25% (twenty-five per cent) 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% (one hundred per cent) ownership.

Transfer

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

Working Days

"Working Days" means those days that are not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday.

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 Save where otherwise provided for 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 Site 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 This Deed is a planning obligation under Section 106 of the 1990 Act with the intent to bind the Application Site and is enforceable by the Council (and where applicable the County Council) as local planning authority against the Owners and successors in title to observe and perform the covenants herein
- 2.3 The covenants and obligations of this Deed are conditional on:
- 2.3.1 the grant of the Planning Permission; and
- 2.3.2 the Commencement of the Development
- SAVE FOR the provisions of clauses 3, 4, 5, 13 and 14 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 interest in the Application Site or the part in respect of which any liability has arisen which is the subject of a breach or whilst they shall have no interest in the part of the Site upon which such breach occurs but without prejudice to liability for any existing and/or subsisting 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 Application Site in any transfer of the Application Site will constitute an interest for the purposes of this clause 2.4
- 2.5 Nothing in this Deed shall affect, bind or be enforceable against any individual person in respect of any completed Dwelling and its curtilage acquired or leased by them for residential occupation on the Application Site SAVE THAT the provisions of Paragraphs 1.8 – 1.13 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

- 2.6 Nothing in this Deed shall affect, bind or be enforceable against any Affordable Housing Provider in respect of any Dwelling and its curtilage acquired or leased by them on the Application Site SAVE THAT the provisions of Paragraphs 1.8 – 1.13 of Schedule 2 shall remain binding on an Affordable Housing Provider.
- 2.7 This Deed shall not be binding or enforceable against any mortgagee or chargee of a Market Dwelling SAVE THAT if such mortgagee or chargee becomes a mortgagee in possession of the Application Site (or any part thereof) it too will be bound by the planning obligations in this Deed as if it were a person deriving title from the Owner and any legal charge taken over the Application Site in the future will take effect subject to this Deed.
- 2.8 This Deed shall not be binding on any management company to whom any part of the Application Site is disposed of and upon which a Dwelling will not be constructed.
- 2.9 This Deed shall not be binding on any statutory undertaker or other person who acquires any part of the Application Site or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.
- 2.10 This Deed shall not be binding on the relevant highway authority to whom any part of the Application Site is disposed of for the purposes of adoption of any roads and/or footpaths and or/cycle ways to be constructed on the Site
- 2.11 This Deed shall not be binding on any part of the Application Site which belongs to the Second Owner other than the Flood Compensation Area once the Flood Compensation Area has been established and agreed in accordance with this agreement
- 2.12 The provisions of this Deed shall not be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor or authority to the Council or the County Council or successors in the title to the Owners)

pursuant to the Contract (Rights of Third Parties) Act 1999

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.
- 3.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Site in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed and this Deed shall not apply to development carried out under any planning permission other than the Planning Permission

4 Registration

This Deed is a Local Land Charge and shall be registered as such by the Council

5 Service of Notices

Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Deed shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered delivery post to the party to be delivered to the address herein specified or to such other address as may from time to time be notified for the purposes of notice in writing

6 Reasonableness

Where any agreement, certificate, consent, permission expression of satisfaction or other approval is to be given by any party or any person on behalf of any party hereto under this Deed the same shall not be unreasonably withheld or delayed

7 Covenants

- 7.1 The Owners hereby covenant with the Council to perform the obligations as specified in paragraph 3 of Schedule 2.
- 7.2 The First Owner hereby covenants with the Council to perform the obligations as specified in Schedule 1 and paragraphs 1 and 2 of Schedule 2.
- 7.3 The First Owner hereby covenants with the County Council to perform the obligations as specified in Schedule 3.
- 7.4 The County Council covenants with the Owners in the terms set out in Schedule 4
- 7.5 The Council covenants with the Owners in the terms set out in Schedule 6

8 Waiver

- 8.1 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 for acting upon any subsequent breach or default.

9 Change of Ownership

- 9.1 The Owner agrees with the Council to give the Council within 10 (ten) Working Days written notice of any change in the ownership of any if its interests in the Application Site (save for any transfer in respect of an individual Dwelling or any transfer to an Affordable Housing Provider comprising only of Dwellings) 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 Application Site purchased by reference to a plan.

10 Interest

- 10.1 If any payment due under this Deed is paid more than 10 Working Days late, Interest shall be payable from the date payment is due to the actual date of payment.

11 VAT

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

12 Indexation

- 12.1 Any Contribution in this Deed shall be subject to Indexation from the date of the Planning Permission until the date on which such sum is 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 14 (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 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 46 (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 10 (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 15 (fifteen) Working Days in respect of any such submission and material and the Expert's decision shall be given in writing within 21 (twenty-one) Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 21 (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.
- 13.5 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 Miscellaneous

- 14.1 Nothing contained or implied in this Deed shall prejudice or affect or restrict the rights, discretions, powers, duties and obligations of the Council and the County Council under all statutes, by laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority
- 14.2 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

- 14.3 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.
- 14.4 The Council and the County Council will upon written request of the Owners 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
- 14.5 The First Owner shall pay the Council's legal fees incurred in relation to this Deed of £4,500.00 and the County Council's legal fees of £1,750.00 on or before the date of this Deed
- 14.6 The First Owner shall pay to the Council the Council's Monitoring Fee on completion of this Deed and the Owners shall not Commence Development until the Council's Monitoring Fee has been paid.
- 14.7 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales (as they apply in England) and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 14.8 The parties agree that this Deed shall supersede the Section 106 Agreement dated 20th November 2017 and made between (1) the Council (2) the County Council and (3) Keith Geldard, Marion Geldard, Margaret Dawson and Joan Pollard ("the Previous S106 Agreement") and that the covenants contained within the Previous S106 Agreement shall not bind the Application Site and shall cease to be of effect.

SCHEDULE 1
First Owners' Obligations

1. Notice of Commencement

- 1.1 To give written notice to the Council (via the Nominated Officer) and the County Council of the Commencement of Development on the Application Site within 15 (fifteen) Working Days of the same.

2. Notice of Occupations

- 2.1 Within 15 (fifteen) 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 date of First Occupation of the first Dwelling
- 2.2 Practical Completion of the first Affordable Housing Unit
- 2.3 the date of each other Occupation that triggers a payment or other obligation or which is otherwise referred to under the terms of this Deed

SCHEDULE 2

The Owners' and the First Owner's Covenants with the Council

1. Affordable Housing

The First Owner covenant with the Council as follows:

- 1.1. The First Owner shall provide Affordable Housing as part of the Development in accordance with the provisions of this Schedule 2.
- 1.2. 10 (ten) of the Dwellings to be provided within the Development shall be constructed, provided and Occupied as Affordable Housing Units in accordance with Plan 2 and the Affordable Housing Mix annexed to this Deed at Appendix 5 which show the plot numbers, tenure and house type for each Affordable Housing Unit.
- 1.3. The 2 (two) Dwellings numbered Plot 30 and Plot 31 on Plan 2 shall be constructed as Bungalows
- 1.4. All of the Affordable Housing Units must be constructed strictly in accordance with the relevant standards laid down by the National House-Building Council 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)
- 1.5. Not to Occupy or permit the Occupation of more than 50% (fifty per cent) of the Market Dwellings within the Development until the First Owner has made bona fide offers on an arm's length basis to enter into a contract to sell the Affordable Housing Units within the Development to an Affordable Housing Provider in accordance with the approved plans 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.
- 1.6. From the date the Affordable Housing Units within the Development are first offered to an Affordable Housing Provider pursuant to paragraph 1.9 of this Schedule 2 (above) the First Owner shall use reasonable endeavours to complete a Transfer of the Affordable Housing Units to the

Affordable Housing Provider in accordance with the terms of this Deed prior to the Occupation of 50% (fifty per cent) of the Market Dwellings and the Owner shall not Occupy or permit the Occupation of more than:

1.6.1. 50% (fifty per cent) of the Market Dwellings until 50% of the Affordable Housing Units have been transferred to an Affordable Housing Provider; and

1.6.2. 75% of the Market Dwellings until all of the Affordable Housing Units have been transferred to an Affordable Housing Provider

PROVIDED THAT for the avoidance of doubt there shall be no obligation on the First 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 1.10

1.7. No more than 75% (seventy-five per cent) of the Market Dwellings within the Development shall be Occupied until 100% (one hundred per cent) of the Affordable Housing Units within the Development have been Practically Completed in accordance with the approved plans, subject to such variations as may be agreed between the Council and the First Owner from time to time

1.8. From the date of Practical Completion each Affordable Housing Unit shall be used only as Affordable Housing and shall (unless otherwise agreed in writing with the Council) only be offered for Occupation to and Occupied by 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:

1.8.1. any 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 person or body deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

1.8.1.1. such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the relevant Affordable Housing Unit and shall have used reasonable 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

1.8.1.2. 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 Deed which provisions shall determine absolutely in respect of such Affordable Housing Unit

BUT FURTHER PROVIDED THAT at all times the rights and obligations of the mortgagee or chargee or receiver in this paragraph 1.12 shall not require the mortgagee or chargee or Receiver to act contrary to its duties under the charge or mortgage nor oblige the mortgagee or chargee or Receiver to dispose of an Affordable Housing Unit at a sum which is insufficient to redeem the outstanding sum of the mortgage or charge plus costs;

1.8.2. 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

1.8.3. A disposal (and any subsequent Occupation) required by:

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

1.8.3.2. Homes England; or

1.8.3.3. a court order

1.9. The First Owner shall ensure that any Transfer of an Affordable Housing Unit to an Affordable Housing Provider shall contain the following provisions that shall be binding on the Affordable Housing Provider to whom the Affordable Housing Units are Transferred and all successors in title but subject to the provisions of paragraph 1.12 above:

1.9.1. A covenant that the Affordable Housing Provider shall not use the Affordable Housing Unit otherwise than for Affordable Housing;

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

1.9.3. 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 Local Housing Allowance Rent

1.9.4. A covenant that those Affordable Housing Units which are Shared Ownership Units shall not be Occupied other than under the terms of the Shared Ownership Lease.

1.10. In the event that:

1.10.1. the Affordable Housing Provider to whom an offer is made by the Owners in accordance with paragraph 1.9 of this Schedule 2 declines to accept a Transfer of some or all of the Affordable Housing Units within the Development; or

1.10.2. no sale of some or all of the Affordable Housing Units within the Development has been effected within 6 (six) months from either the Commencement of Development or the date the Affordable Housing Units were offered to the Affordable Housing Provider in accordance with paragraph 1.9 of this Schedule 2 (whichever is the later)

then paragraph 1.15 of this Schedule 2 (below) shall apply in respect of such

Affordable Housing Units.

1.11. Where this paragraph 1.11 applies then:

1.11.1. the First Owner may at any time serve notice upon the Council stating that this paragraph 1.11 applies and providing evidence as to why despite complying with paragraph 1.6 of this Schedule 2 the First 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);

1.11.2. upon receipt of the First Owner's written notice served pursuant to sub-paragraph 1.11.1 above the Council shall consider the evidence (if any is available) and confirm in writing within 10 Working Days of the date of receipt whether or not it agrees that despite complying with paragraph 1.6 of this Schedule 2 the Owners have been unable to Transfer the Affordable Housing Units to the Affordable Housing Provider and in the event that the Council disagrees the Council shall set out its full reasons for such disagreement

1.12. In the event that the Council confirms in writing pursuant to sub-paragraph 1.11.2 that it disagrees that despite complying with paragraph 1.9 of this Schedule 2 the First Owner has been unable to Transfer the Affordable Housing Units to the Affordable Housing Provider then the First Owner may:

1.12.1. 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 this Schedule 2 (in which case the First Owner shall be entitled to invoke the procedure set out in this paragraph 1.16 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 (twenty) Working Days beginning with the date of the making of such an offer); or

1.12.2. submit further evidence and submissions to the Council in order to

address the Council's reasons for disagreement (in which case sub-paragraphs 1.11.1 to 1.11.2 of this Schedule 2 shall apply mutatis mutandis to the Council's consideration of such evidence and submission; or

1.12.3. refer any dispute or disagreement for independent determination in accordance with Clause 13 of this Deed.

1.13. In the event that the Council or an Expert (as defined in Clause 13 of this Deed) confirms pursuant to this paragraph 1.13 of this Schedule 2 or Clause 13 (as the context requires) that despite complying with paragraph 1.6 of this Schedule 2 the First Owners have been unable to Transfer the Affordable Housing Units to the Affordable Housing Provider then the First Owner shall be entitled to dispose of the relevant Affordable Housing Units as Discount Sale Units free from the restrictions in this Schedule 2 PROVIDED that such disposal shall be at no more than 60% (sixty per cent) of Market Value and shall be to Eligible Households subject to Priority Order in perpetuity and a Discount for Sale Restriction shall be entered in the proprietorship register at the Land Registry for each and every Discount Sale Unit on the first sale of that Discount Sale Unit to a plot purchaser.

2. Off Site Recreation Contribution

The First Owner hereby covenants with the Council as follows:

- 2.1. To pay to the Council the Off Site Recreation Contribution prior to the occupation of 50% of the Dwellings
- 2.2. Not to Occupy or permit or allow Occupation of more than 50% until the Off Site Recreation Contribution has been paid to the Council

3. Flood Compensation Area

The Owners hereby covenant with the Council as follows:

- 3.1 To construct the Flood Compensation Area in accordance with the approved Compensatory Storage Scheme
- 3.2 To maintain the Flood Compensation Area reasonably free from obstruction and in a suitable condition for its proper function of receiving, storing and

discharging excess water at all times in accordance with the Compensatory Storage Scheme and make good any damage or defect

- 3.3 Not to use the Flood Compensation Area for any purpose that would obstruct or diminish its capacity to receive, store and discharge excess water in accordance with the Compensatory Storage Scheme and not to build or allow or suffer to be built any building on the Flood Compensation Area unless otherwise approved by the Compensatory Storage Scheme
- 3.4 In the event of any failure to manage and maintain the Flood Compensation Area (including any failure to carry out any remedial works required to address any defaults) in accordance with the provisions of this Deed and the Compensatory Storage Scheme, the Council may at its absolute discretion be entitled to serve notice of such default to the Owners specifying a reasonable period within which the Owners must remedy those defects or damages and may thereafter enter and remain on the Site (by its own employees or by contractor or otherwise) and carry out such works and/or implement such measures as the Council considers necessary
- 3.5 The Owners shall pay to the Council the costs incurred by the Council in carrying out any works and/or implementing any measures required pursuant to Paragraph 3.4 above, with such costs to be paid to the Council within 10 Working Days of receipt of an invoice for the same and to be registrable as a charge over the Site PROVIDED ALWAYS that the Council shall not be entitled to take action under Paragraph 3.8 nor recover reimbursement unless the Council shall have given written notice to the Owners stating the nature of the breach, the steps required to remedy the breach and a reasonable time period for remedying the breach and shall afford the Owners the opportunity to remedy the breach in accordance with the steps and time period in the written notice.

SCHEDULE 3

The First Owner's covenants to the County Council

The First Owner hereby covenants with the County Council as follows:

1 Contribution Triggers

- 1.1 Not to Occupy nor permit the Occupation of more than 40% of the Dwellings until 50% of the Education Contribution has been paid to the County Council.

PROVIDED THAT the County Council shall not use the Education Contribution other than for the provision of additional school places at any of the following schools:

- (i) the new school on the Higher Standen development;;
- (ii) Simonstone St Peter's Church of England Primary School;
- (iii) Clitheroe Grammar School;
- (iv) St Augustine's Roman Catholic High School

or any subsequent name or designation by which they are known

- 1.2 Not to Occupy nor permit the Occupation of more than 80% of the Dwellings until a further 50% of the Education Contribution has been paid to the County Council.

PROVIDED THAT the County Council shall not use the Education Contribution other than for the provision of additional school places at any of the following schools:

- (i) the new school on the Higher Standen development ;
- (ii) Simonstone St Peter's Church of England Primary School;
- (iii) Clitheroe Grammar School;
- (iv) St Augustine's Roman Catholic High School

or any subsequent name or designation by which they are known

Notification

- 2.1 To notify the 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 to this Schedule 3 having been reached.

SCHEDULE 4

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. Should the Contributions not be spent on the projects named within this Deed within 10 years of the payment of the Contribution, the County Council will return the sum which has not been expended or committed for expenditure to the party who paid the Contribution including accrued interest, calculated at the Bank of England base lending rate. Furthermore, the County Council will ensure that sufficient local school places are provided to address the impact of the Development at no cost to the Owners

SCHEDULE 5

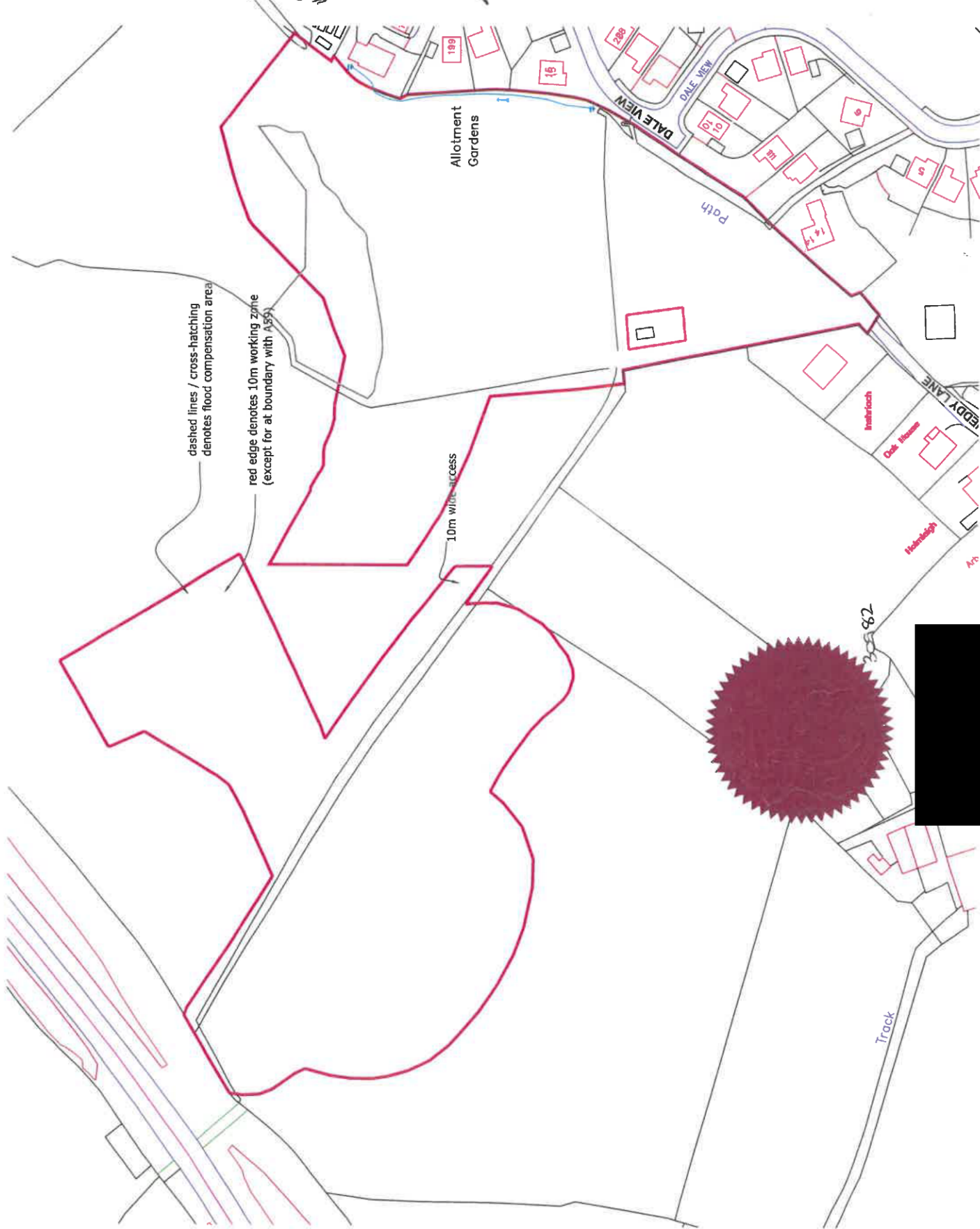
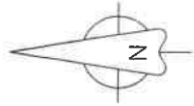
Covenants by the Council

1. To pay any Contributions received into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
2. The Contributions paid to the Council shall be used solely for the purposes set out in this Deed and for no other purpose
3. Should the Contributions not be spent on the projects named within this Deed within 10 (ten) years of the final payment of the relevant Contribution, the Council will return the sum which has not been expended or committed for expenditure (and money shall be deemed to be expended if the Council has entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) to the party who paid the Contribution **SAVE THAT** it is agreed that the Council may use public funds to carry out the purposes specified in the Deed 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.

APPENDIX 1
PLAN 1

0m 125m

Scale: 1:1250



Revision	Date	Amendment	Notes

Development	BILLINGTON
Location	Neddy Lane
Submitting Name	Calder Grange
Drainage Title	Flood Compensation Area
Drainage Number	Plan 1
Revision	-
Scale @ A3	1:1250
Drawn By	RHL
Check Status	
Checked By	
Date	Sept 2022

REDROW HOMES

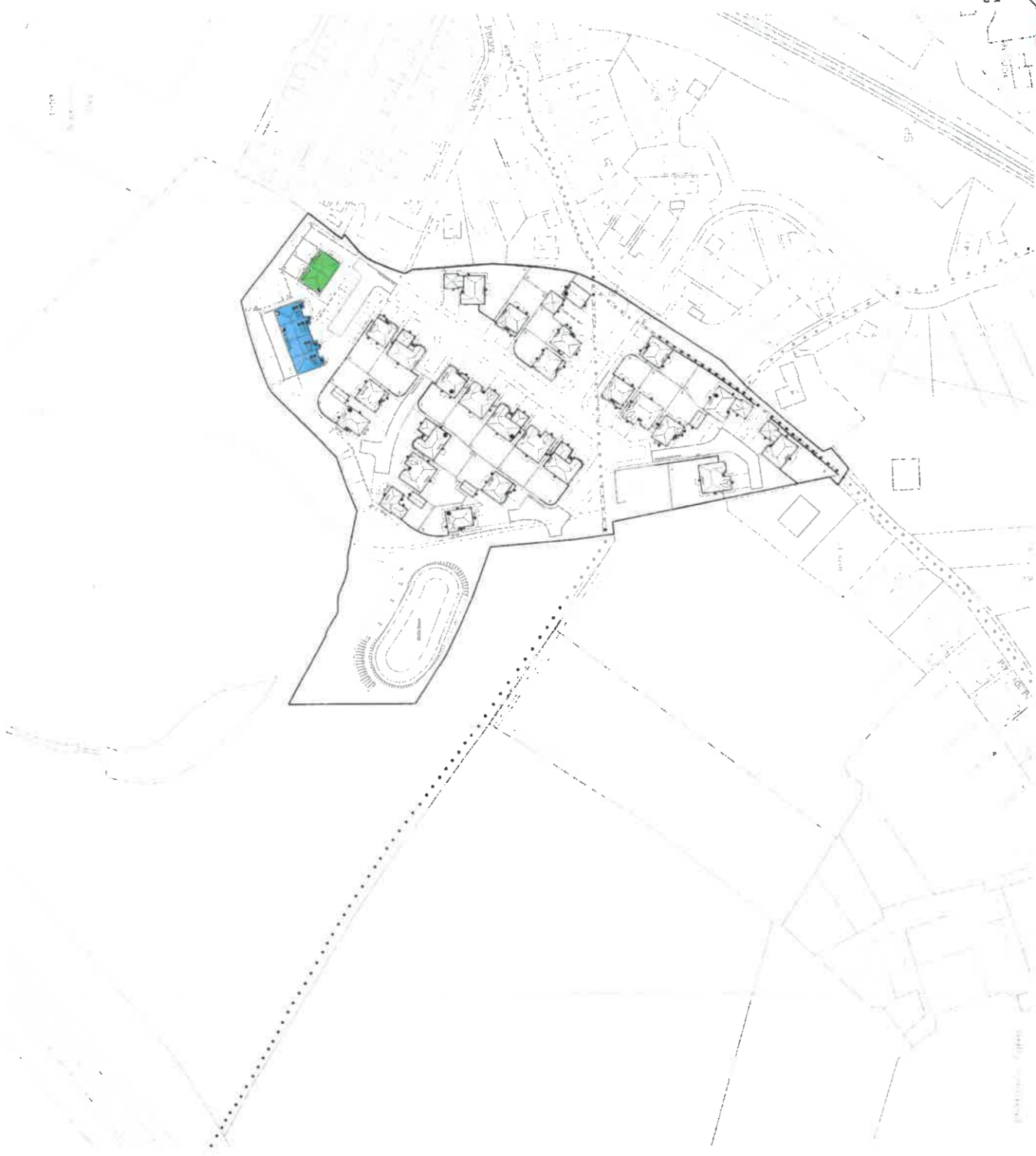
Redrow Homes - Lancashire
Redrow Homes, 100, The Quadrant, Preston, Lancashire, PR1 6JH
Tel: 01772 843200 Fax: 01772 843201 Web: www.redrow.co.uk

Legal Disclaimer: This report has been prepared after due consideration of our Contract & Conditions of Sale.

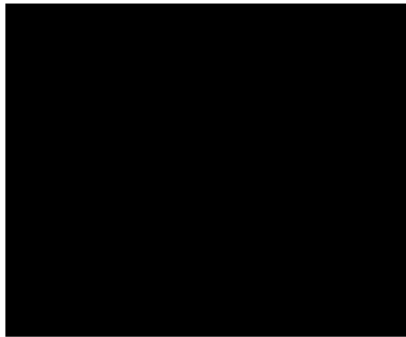
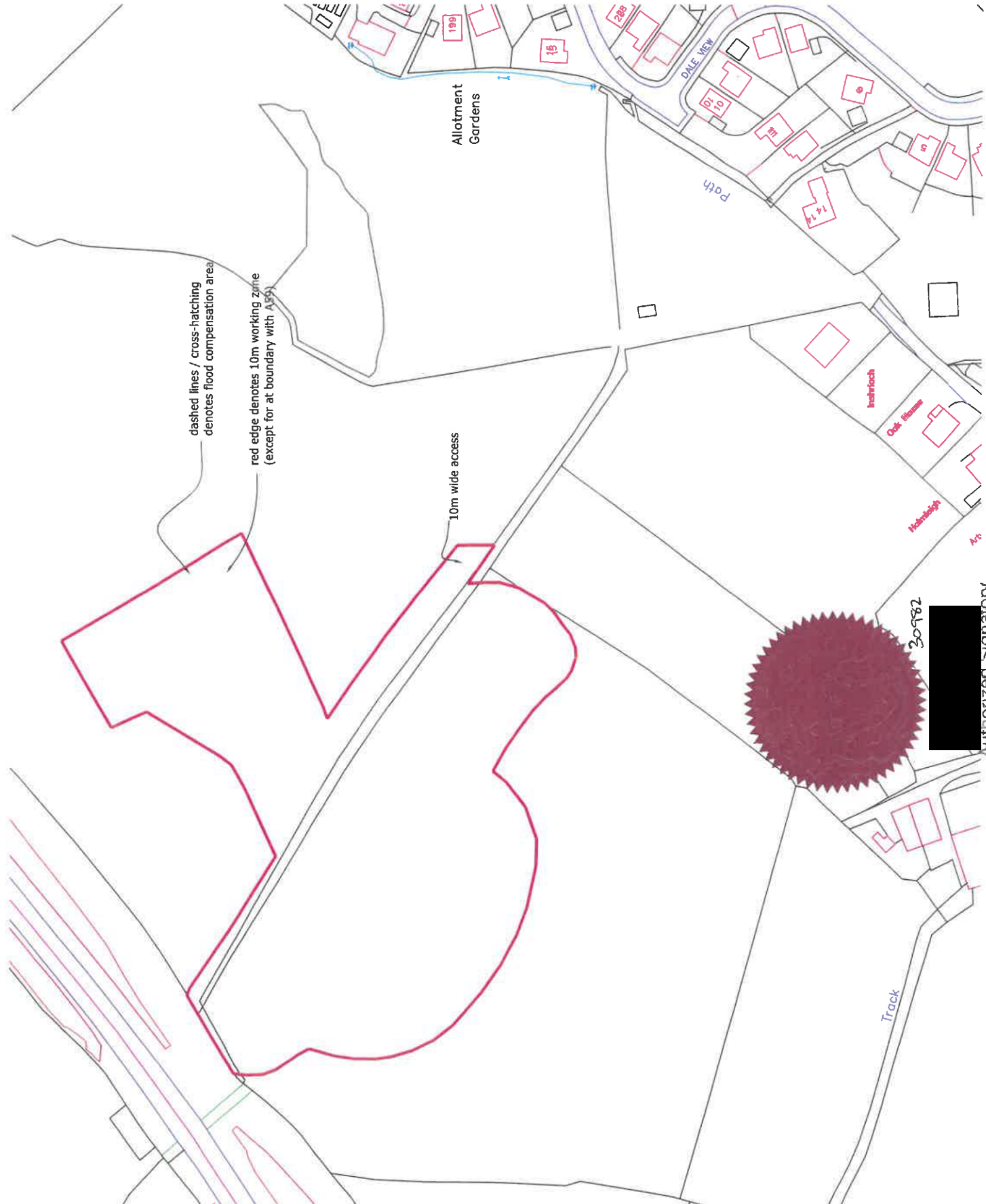
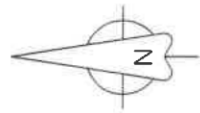
APPENDIX 2
PLAN 2

 Proposed Secondary Housing
 Proposed Residential


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APPENDIX 3
PLAN 3



Revision	Date	Amendment	Details

Development	BILLINGTON
Location	Nesby Lane
Marketing Name	Caldar Grange
Dwelling Type	Flood Compensation Area
Drawing Number	Plan 3
Revision	1:1250
Drawn By	RHL
Checked by	Sept 2022
	1200



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HOMES**
Redrow Homes Lancashire
Redwood House, 43-45
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This report has been prepared after the consideration of our Contract & Coverable Plan



Authorized Signatory

APPENDIX 4
Draft Planning Permission

BILLINGTON CONDITIONS - Clean

1. The development hereby permitted shall be commenced before the expiration of three years from the date of this permission.

REASON: Required to be imposed pursuant to Section 51 of the Planning and Compulsory Purchasing 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:

Location Plan 4441-LP-001 Rev C Redrow Homes

Detailed Site Layout 4441-DSL-001 Rev D Redrow Homes

Affordable Homes Layout 4441-AFH-001 Rev C Redrow Homes

Boundary Treatment Layout 4441-BTL-001 Rev D Redrow Homes

Land Disposal Layout 4441-LDL-001 Rev C Redrow Homes

Materials Layout 4441-ML-001 Rev C Redrow Homes

Waste Management Layout 4441-WML-001 Rev C Redrow Homes

Brick Screen Wall F-SD0806 Redrow Homes

Close Boarded Screen Fence F-SD0906 Redrow Homes

Knee Rail F-SD0902 Redrow Homes

Post and Rail Fence F-SD0900 Redrow Homes

Flood Risk and Drainage Strategy 20023_ FRA Rev 3 Banners Gate

Drainage Strategy Plan 20023 - DS01 - Rev E Banners Gate

Drive Swept Path Analysis - Layout Plan 20023 - DSP-01 - Rev A Banners Gate

Flood Routing Exceedance Plan 20023 - SK06 - Rev C Banners Gate

Highway Longitudinal Sections Sheet 1 of 2 20023 - SK04 Banners Gate

Highway Longitudinal Sections Sheet 2 of 2 20023 - SK05 Banners Gate

Proposed Extents of Adoption Plan 20023 - SK01 - Rev A Banners Gate

Schematic External Levels & Features Sheet 1 of 2 20023 - SK02 - Rev C Banners Gate

Schematic External Levels & Features Sheet 2 of 2 20023 - SK03 - Rev B Banners Gate

Schematic Flood Compensation 20023 - SK07 - Rev E Banners Gate

Proposed Site Access Arrangement 3276-F01 Croft

Landscape Proposals Sheet 1 of 2 6516.01 - Rev B Trevor Bridge Associates

Landscape Proposals Sheet 2 of 2 6516.01 - Rev B Trevor Bridge Associates

Landscape Proposals 6516.03 Trevor Bridge Associates

Topographical Land Survey Sheet 1 of 2 RH.TS.15 SurveyEng

Topographical Land Survey Sheet 2 of 2 RH.TS.15 SurveyEng

House types

Hampstead Elevations EF-HAMP_DM.1.0 Redrow Homes

Hampstead Floor Plans EF-HAMP_DM.1.0 Redrow Homes

Hampstead Rendered Elevations EF-HAMP_DM.1.0 Redrow Homes

Hampstead Rendered Floor Plans EF-HAMP_DM.1.0 Redrow Homes

Bungalow Semi-Detached Jan 2021 Redrow Homes

Harlech EF_HARL_DM.1 Redrow Homes

Henley Elevations EF_HENL_DM.6 Redrow Homes

Henley Floor Plans EF_HENL_DM.6 Redrow Homes

Ledsham Elevations EF_LEDH_DM.1 Redrow Homes

Ledsham Floor Plans EF_LEDH_DM.1 Redrow Homes

Ledsham Rendered Elevations EF_LEDH_DM.1 Redrow Homes

Oxford Lifestyle EF_OXFOQ_DM.4 Redrow Homes

Shaftesbury Render EF_SHAF_DM.8 Redrow Homes

The Weaver Block Elevations The Weaver 8 Block Redrow Homes

The Weaver Block Floor Plans The Weaver 8 Block Redrow Homes

Warwick EF_WARW_DM.6 Redrow Homes

Single Garage Garage SGC_002 Redrow Homes

Twin Garage Garage DGT_003 Redrow Homes

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

3. The materials to be used on the external surfaces of the development as indicated within the approved details shall be implemented in accordance with the approved details.

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

4. No development shall take place, including any works of demolition or site clearance, until a Construction Management Plan (CMP) or Construction Method Statement (CMS) has been

submitted to, and approved in writing by the local planning authority. The approved plan / statement shall provide:

- " 24 Hour emergency contact number;
- " Details of the parking of vehicles of site operatives and visitors;
- " Details of loading and unloading of plant and materials;
- " Arrangements for turning of vehicles within the site;
- " Swept path analysis showing access for the largest vehicles regularly accessing the site and measures to ensure adequate space is available and maintained, including any necessary temporary traffic management measures;
- " Measures to protect vulnerable road users (pedestrians and cyclists);
- " The erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
- " Measures to deal with dirt, debris, mud or loose material deposited on the highway as a result of construction;
- " Measures to control the emission of dust and dirt during construction;
- " Details of a scheme for recycling/disposing of waste resulting from demolition and construction works;
- " Construction vehicle routing;
- " Delivery, demolition and construction working hours.

The approved Construction Management Plan or Construction Method Statement shall be adhered to throughout the construction period for the development.

REASON: In the interests of the safe operation of the adopted highway during the demolition and construction phases.

5. Deliveries to the site shall only be between the hours of:

- 9am and 6pm Monday to Friday (excluding between the hours of 3pm-4pm during school term times)
- 9.30am and 2.30pm on Saturdays
- with no deliveries at weekends or bank holidays

REASON: In the interest of highway safety and to avoid peak traffic on the surrounding highway network.

6. For the full period of construction facilities shall be available on site for the cleaning of the wheels of vehicles leaving the site and such equipment shall be used as necessary to prevent mud, stones and debris being carried onto the highway. Provision to sweep the surrounding highway network by mechanical means will be available and the roads adjacent to the site shall be mechanically swept as required during the full construction period.

REASON: To prevent stones, mud and debris being carried onto the public highway to the detriment of road safety.

7. Prior to first occupation, the new estate road shall be constructed in accordance with Lancashire County Council's Specification for Construction of Estate Roads to at least base course level.

REASON: To ensure that satisfactory access is provided to the site before the development hereby permitted becomes operative.

8. No development shall be commenced until details of the proposed arrangements for future management and maintenance of the proposed streets within the development have been 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 highway's infrastructure serving the approved development; and to safeguard the users of the highway and the visual amenities of the locality.

9. No development shall be commenced until full engineering, drainage, street lighting and constructional details of the streets proposed for adoption have been submitted to and approved in writing by the local planning authority. The development shall, thereafter, be constructed in accordance with the approved details.

REASON: In the interest of highway safety; to ensure a satisfactory appearance to the highway's infrastructure serving the approved development; and to safeguard the visual amenities of the locality and users of the highway.

10. No dwelling hereby permitted shall be occupied or use commenced until the car/vehicle parking area (and any associated turning space) shown on the approved plans has been completed. The parking (and manoeuvring) area(s) shall thereafter always remain available for parking of vehicles associated with the dwelling. Driveways/vehicle parking areas accessed from the adopted highway must be properly consolidated and surfaced in bound materials, (not loose stone, gravel or grasscrete) and subsequently maintained in good working order at all times thereafter for the lifetime of the development.

REASON: In the interest of highway safety; to ensure a satisfactory appearance to the highway's infrastructure serving the approved development; and to safeguard the visual amenities of the locality and users of the highway.

11. All garage facilities and off street parking shall include provision of an electrical supply suitable for charging an electric motor vehicle.

REASON: To support sustainable transport objectives and to contribute to a reduction in harmful vehicle emissions.

12. The development permitted by this planning permission shall be carried out in accordance with the principles set out within the submitted flood risk assessment and outline drainage strategy (reference: 20023_FRA Rev 03, dated: 4th October 2021). The measures shall be

fully implemented prior to first occupation of any dwelling and in accordance with the timing / phasing arrangements embodied within the scheme.

REASON: To ensure satisfactory sustainable drainage facilities are provided to serve the site in accordance with the Paragraphs 163 and 165 of the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems

13. No development shall commence until a final, detailed surface water sustainable drainage scheme has been submitted to, and approved in writing by, the local planning authority. The sustainable drainage scheme shall be based upon the submitted flood risk assessment and sustainable drainage principles set out in the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems. No surface water shall be allowed to discharge to the public foul sewer(s), either directly or indirectly. The detailed sustainable drainage scheme shall include, as a minimum:

a) Final sustainable drainage plans, appropriately labelled to include:

- i. A final surface water drainage layout plan showing all pipe and structure references, dimensions and design levels.
- ii. A plan identifying the areas contributing to the surface water drainage network, including surface water flows from outside the curtilage as necessary.
- iii. Details of all sustainable drainage components, including landscape drawings showing topography and slope gradient as appropriate.
- iv. Flood water exceedance routes in accordance with Defra Technical Standards for Sustainable Drainage Systems.
- v. Finished Floor Levels (FFL) in AOD with adjacent ground levels for all sides of each building.
- vi. Details of proposals to collect and mitigate surface water runoff from the development boundary.
- vii. Measures taken to manage the quality of the surface water runoff to prevent pollution, protect groundwater and surface waters, and deliver suitably clean water to sustainable drainage components.

b) A full set of sustainable drainage flow calculations for the surface water drainage network.

The calculations must show the full network design criteria, pipeline schedules and simulation outputs for the 1 in 1 year, 1 in 30 year and 1 in 100 year return period, plus an additional 40% allowance for climate change and a 10% allowance for urban creep. Surface water run-off must not exceed a maximum rate of 8.3l/s. The scheme shall be implemented in accordance with the approved details prior to first occupation of any of the approved dwellings.

REASON: To ensure satisfactory sustainable drainage facilities are provided to serve the site in accordance with the Paragraphs 163 and 165 of the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems.

14. No building hereby permitted shall be occupied until a Verification Report and Operation and Maintenance Plan for the lifetime of the development, pertaining to the surface water drainage system and prepared by a suitably competent person, has been submitted to and approved in writing by the Local Planning Authority. The Verification Report must demonstrate that the sustainable drainage system has been constructed as per the agreed

scheme (or detail any minor variations), and contain information and evidence (including photographs) of details and locations (including national grid reference) of inlets, outlets and control structures; landscape plans; full as built drawings; information pertinent to the installation of those items identified on the critical drainage assets drawing; and, the submission of an final 'operation and maintenance manual' for the sustainable drainage scheme as constructed. Details of appropriate operational, maintenance and access requirements for each sustainable drainage component are to be provided, with reference to published guidance, through an appropriate Operation and Maintenance Plan for the lifetime of the development as constructed. This shall include arrangements for adoption by an appropriate public body or statutory undertaker, and/or management and maintenance by a Management Company and any means of access for maintenance and easements, where applicable. Thereafter the drainage system shall be retained, managed and maintained in accordance with the approved details.

REASON: To ensure that flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property and ecological systems, and to ensure that the development as constructed is compliant with and subsequently maintained pursuant to the requirements of Paragraph 165 of the National Planning Policy Framework.

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

a) Measures taken to ensure surface water flows are retained on-site during construction phase(s) and, if surface water flows are to be discharged they are done so at a restricted rate to be agreed with the Lancashire County Council LLFA.

b) Measures taken to prevent siltation and pollutants from the site into any receiving groundwater and/or surface waters, including watercourses, with reference to published guidance. The development shall be constructed in accordance with the approved details.

REASONS:

1. To ensure the development is served by satisfactory arrangements for the disposal of surface water during each construction phase(s) so it does not pose an undue flood risk on site or elsewhere;

2. To ensure that any pollution arising from the development as a result of the construction works does not adversely impact on existing or proposed ecological or geomorphic condition of water bodies.

REASON: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution.

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

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

17. No construction shall commence (including any earthworks) until details of the means of ensuring the water main that is laid within the site boundary is protected from damage as a result of the development have been submitted to and approved in writing by the Local Planning Authority in writing. The details shall include a survey that identifies the exact location of all sewers in the red line boundary, the potential impacts on the assets from construction activities (including the construction compound), the impacts post completion of the development on the sewer infrastructure within the site and identify mitigation measures, including a timetable for implementation, to protect and prevent any damage to the sewers both during construction and post completion of the development. Any mitigation measures shall be implemented in full prior to commencement of development in accordance with the approved details and timetable and shall be retained thereafter for the lifetime of the development. In the event that the survey of sewer infrastructure identifies the buildings/plots as within a 3 metre standoff either side of the asset (6 metres in total), the developer shall submit evidence to the Local Planning Authority that a diversion has been agreed with the relevant statutory undertaker and that the approved works have been undertaken prior to the commencement of development.

REASON: In the interest of public health and to ensure protection of the public sewer network.

18. The landscaping proposals hereby approved (Drawing: 6516.01 - Rev B; 6516.02 - Rev B; 6516.03) shall be implemented in the first planting season following occupation or use of the development, whether in whole or part and shall be maintained thereafter for a period of not less than 10 years to the satisfaction of the Local Planning Authority.

This maintenance shall include the replacement of any tree or shrub which is removed, or dies, or is seriously damaged, or becomes seriously diseased, by a species of similar size to those originally planted.

All trees/hedgerow shown as being retained within the approved details shall be retained as such in perpetuity.

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

19. During the construction period, all trees to be retained shall be protected in accordance with British Standard BS 5837:2012 or any subsequent amendment to the British Standard to the satisfaction of the Local Planning Authority.

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.

20. Notwithstanding the submitted details, prior to the above ground construction of any of the dwellings hereby approved details of the provisions to be made for building dependent species of conservation concern, artificial bird nesting boxes and artificial bat roosting sites 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 species site plan and include details of plot numbers and identify the actual wall and roof elevations into which the above provisions shall be incorporated.

The artificial bird/bat boxes shall be incorporated into the identified individual dwellings during their 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 to minimise/mitigate the potential impacts upon protected species resultant from the development

21. Notwithstanding the submitted details, prior to the above ground construction of any of the dwellings hereby approved, a scheme to provide appropriate compensatory storage either on or off the site has been submitted to, and approved in writing by, the local planning authority.

The scheme and plans submitted shall show the final engineering solution for the compensatory storage, providing detailed design to demonstrate how the scheme will function to ensure flood waters can enter the storage and be discharged freely after a flood. It must be demonstrated that there will be no loss in storage capacity for the lifetime of the development.

The scheme shall be fully implemented prior to any development on site and subsequently maintained, in accordance with the scheme's timing/phasing arrangements.

Reasons

- " To ensure that there are no detrimental impacts to flood storage or flood flow routes
- " To reduce the risk of flooding to the proposed development, future users and elsewhere

22. Prior to the occupation of any of the dwellings hereby approved a detailed management plan has been submitted to, and approved in writing by the local planning authority. The maintenance plan must demonstrate how the compensatory storage scheme, including proposed drainage channel shall be maintained for its lifetime. The plan as a minimum shall include:

- " Details of the organisation responsible for the ongoing maintenance for the lifetime of the development
- " Details of the funding arrangements in place for the inspection and maintenance. It must be demonstrated how the ongoing maintenance for the lifetime of the development will be funded.
- " As built drawings and a maintenance and operation manual. This must include physical access arrangements for maintenance and establishment of legal rights of access.
- " The maintenance schedule of work - itemising the tasks to be undertaken and the frequency at which they should be performed so that an acceptable long-term performance standard is secured. The schedule should be a living document as it may change, where inspections advise changes to the scheme maintenance requirements

Reasons

- " To ensure that there are no detrimental impacts to flood storage or flood flow routes
- " To reduce the risk of flooding to the proposed development, future users and elsewhere

APPENDIX 5
Affordable Housing Mix

Affordable Housing Mix

Land at Neddy Lane Billington

Plot Number	Tenure	House type
22	Affordable Rent	Weaver GF
23	Affordable Rent	Weaver FF
24	Affordable Rent	Weaver GF
25	Affordable Rent	Weaver FF
26	Affordable Rent	Weaver GF
27	Affordable Rent	Weaver FF
28	Affordable Rent	Weaver GF
29	Affordable Rent	Weaver FF
30	Shared Ownership	Bungalow
31	Shared Ownership	Bungalow

	Affordable Rent
	Shared Ownership

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:-

[REDACTED]

Authorised Signatory



30982

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

Mayor

[REDACTED]

Chief Executive

[REDACTED]



1975

SIGNED as a **DEED** by [REDACTED]
as attorney for
REDROW HOMES LIMITED
in the presence of:-

[REDACTED]

as attorney for **REDROW**

HOMES

LIMITED

Signature of witness

Name (in BLOCK CAPITALS)

Address:

Care of Redrow Homes Limited

Redrow House

St. David's Park, Ewloe

Flintshire, CH5 3RX

[REDACTED]

SIGNED as a **DEED** by
as attorney for
REDROW HOMES LIMITED
in the presence of:-



as attorney for **REDROW**
LIMITED

HOMES

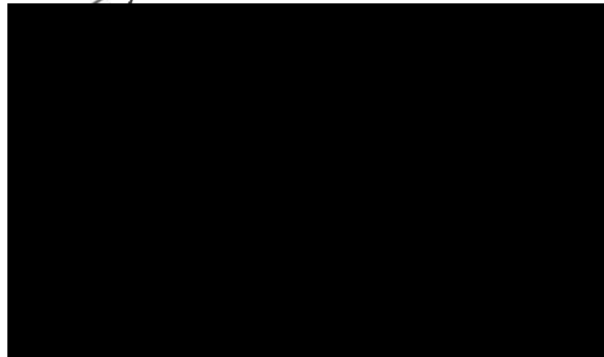
Signature of witness
Name (in BLOCK CAPITALS)
Address:
Care of Redrow Homes Limited
Redrow House
St. David's Park, Ewloe
Flintshire, CH5 3RX



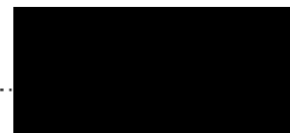
Signed as a deed by **KEITH**)
RICHARD GELDARD in the)
presence of:)



Signature of witness
Name (in BLOCK CAPITALS)
Address



Signed as a deed by **MARION**)
GELDARD in the presence of:)



Signature of witness
Name (in BLOCK CAPITALS)
Address

