

DATED

3rd March

2011

RIBBLE VALLEY BOROUGH COUNCIL

– and –

HARPERHOUSE COMMERCIAL LIMITED

--and--

SVENSKA HANDELSBANKEN AB

AGREEMENT

Under Section 106 Town and Country Planning Act 1990
relating to land at Former Cobden Mill, Whalley Road/Watt Street, Sabden, Lancashire
BB7 9DZ

Legal Services Manager
Ribble Valley Borough Council
Clitheroe

THIS AGREEMENT is made as a Deed the 3rd day of March

Two Thousand and Eleven **B E T W E E N RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council") of the first part and **HARPERHOUSE COMMERCIAL LTD** (Company No: 06509412) of Park Lodge, Church Lane, Great Harwood, Blackburn, Lancashire, BB6 7PU (hereinafter called "the Owner") of the second part and **SVENSKA HANDELSBANKEN AB** (incorporated in Sweden) (UK Co. Reg. No. FC014392) of 3 Thomas More Square, London, E1W 1WY (hereinafter called "the Mortgagee") of the third part

1. **WHEREAS:**

- (1.1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 as amended ("the Act") for the Property shown edged red on the plan ("the Plan") annexed to this Agreement_____
- (1.2) The Owner is the registered Owner of the Freehold Estate of the Property shown edged red on the Plan ("the Property") known as Former Cobden Mill, Whalley Road/Watt Street, Sabden, Lancashire, BB7 9DZ ("the Property") which is registered with Absolute Title at HM Land Registry under Title Number LA729766
- (1.3) The Property forms part of the land and buildings known as former Cobden Mill, Whalley Road/Watt Street, Sabden, Lancashire, BB7 9DZ which is registered with absolute title at HM Land Registry under title number LA729766 and in respect of which the owner is registered proprietor
- (1.4) By a Legal Charge dated 25 April 2008 made by the Owner and the Mortgagee ("the Legal Charge") the Owner charged the Property to the Mortgagee
- (1.5) The Owner on the seventeenth day of February Two Thousand and Ten applied to the Council for planning permission for the erection of 44 new build units ("the Proposed Development") more fully shown in the planning application allocated the Councils Planning Application Reference Number [3/2010/0001/P] ("the Application")
- (1.6) The Council is satisfied that the development is such as may be approved by it under the Act but subject to the Owner entering into an agreement with the Council under

Schedule	Parking
6 - 2 1/2 STOREY 3 BEDS	A 12
12 - 3 STOREY 3 BEDS	B 24
8 - 2 STOREY 3 BEDS	C 16
14 - 2 BED APARTMENTS	AP 14
4 - 2 1/2 STOREY 4 BEDS	D 12
	78

44 - TOTAL
76 - CAR PARKING SPACES
FALCON HOUSE 6000 sq ft

SR SOCIAL RENTED (AFFORDABLE) 4 AND 2 NO
SO SHARED OWNERSHIP

320100001P

REV C. VARIOUS CHANGES ON 10
REV B. CHANGES ON 10
REV A. VARIOUS CHANGES

Client
HARPER HOUSE COMMERCIAL

Job Title
PROPOSED DEVELOPMENT AT
WATT ST
SABOEN

Drawing Title
SITE PLAN 3C

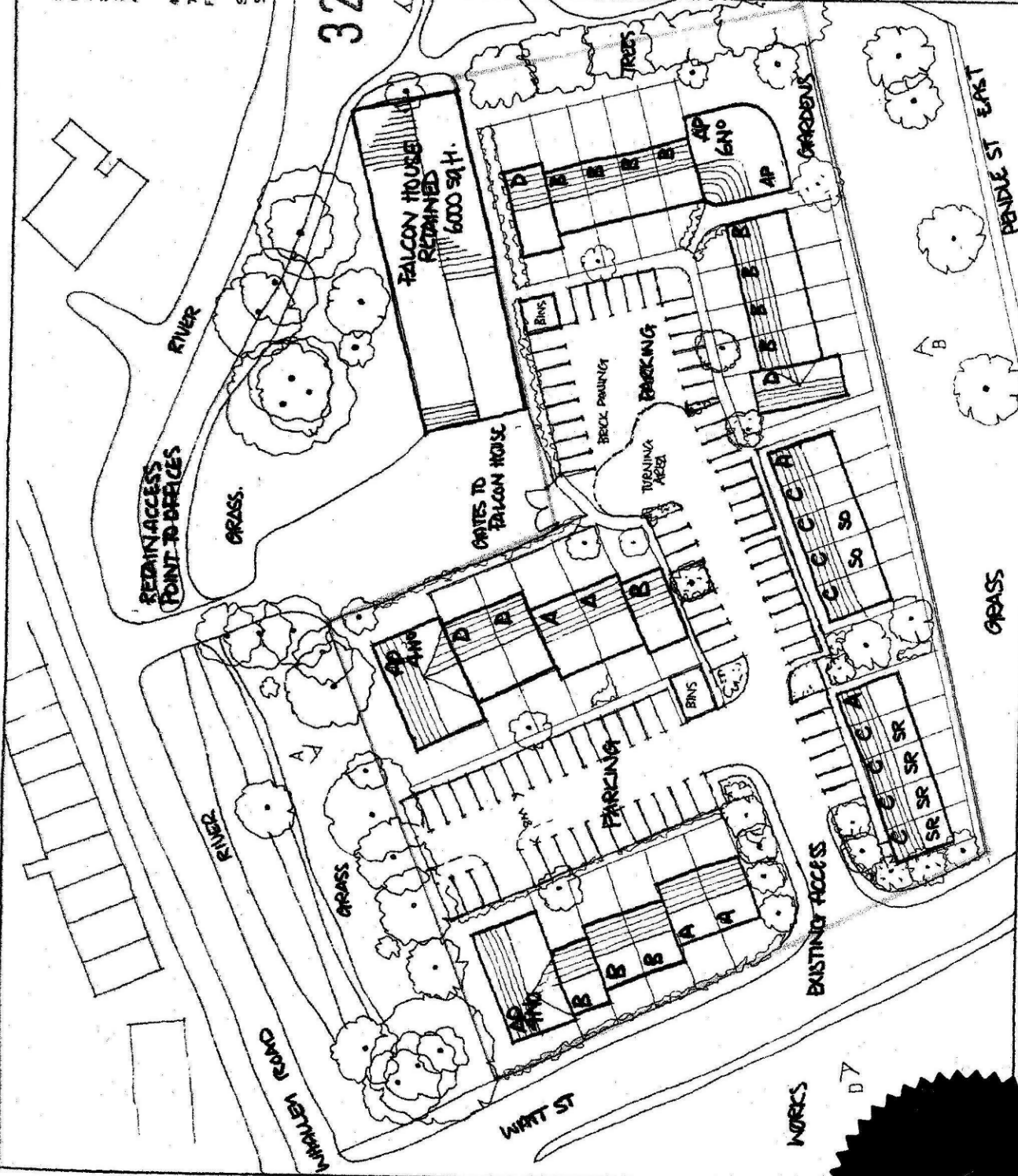
Scale 1:500 Date APR 10 Drawn LKR

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SUNDERLAND PEACOCK
LANDSCAPE ARCHITECTS LTD
HULL AVE, HULL, CLIFTON
LONDON, E17 7AG
C. 0203 774 4444
www.sunderlandpeacock.com

3906

35 A/C



WORKS

D7

the provisions of Section 106 of the Act of 1990 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 to which this agreement is made subject.

NOW THIS DEED WITNESSETH as follows: _____

2. DEFINITIONS

2.1 In this Agreement the following words and expressions shall, unless the context otherwise requires have the meanings set opposite them:

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

(2.3) "Affordable Housing Provider" an organisation approved by the Homes and Communities Agency pursuant to section 24a Housing Act 2004 and whose object is or contains the provision and/or operation of affordable housing

(2.4) "Affordable Units" means those Units forming part of the Development to be erected on the Property the tenure and mix of which shall be as permitted in accordance with clause 2.1 of the First Schedule of this Agreement and 'Affordable Unit' shall be construed accordingly.

(2.5) "The Application " means the application for Planning Permission for the erection on the Property of 44 residential dwellings made to the Council on 17th February 2010 and numbered 3/2010/0001/P

(2.6) "Commence" means the carrying out of a material operation as defined by section 56(4) of the Act (excluding demolition, remediation, site clearance, archaeology investigations, investigations for the purpose of assessing ground conditions, diversion and laying of services, erection of any temporary means of

- enclosure, the temporary display of site notices or advertisements and erection of any fences and hoardings around the Property) in accordance with the Planning Permission and the expression "Commencement" shall have a corresponding meaning.
- (2.7) "the Development" means the residential and ancillary development of the Property in accordance with the Planning Permission.
- (2.8) "Disposal" means each and every means by which the right of occupation of an Affordable Unit is given or transferred to another person, body or company and "Dispose" and "Disposed" shall be construed accordingly.
- (2.9) "Intermediate Rent to Homebuy Scheme" means a scheme whereby an Approved Person is granted a tenancy of an Affordable Unit which includes provisions for the Approved Person to purchase the Affordable Unit on a Shared Ownership Lease
- (2.10) "Market Rent" the rent set by an independent valuer appointed by the Affordable Housing Provider to establish a market rent for a unit on the Development.
- (2.11) "Open Market Value" means the market value of the relevant Affordable Unit assessed in accordance with the Appraisal and Valuation Manual of the Royal Institute of Chartered Surveyors (the Red Book) current for the time being
- (2.12) "Open Market Units" means the Units to be erected on the Property (excluding the Affordable Units) which shall be available for sale on the open market
- (2.13) "Plan" means the plan annexed hereto

- (2.14) "Planning Permission" means the planning permission to be granted pursuant to the Application substantially in the form attached hereto.
- (2.15) "Rented Affordable Units" means the Affordable Units to be rented by an Affordable Housing Provider in accordance with paragraph 2.7 of the First Schedule
- (2.16) "Property" means land at Former Cobden Mill, Whalley Road/Watt Street, Sabden, Lancashire, BB7 9DZ registered with Absolute Title at the Land Registry under title number LA729766 shown edged red on the attached plan.
- (2.17) "Unit" means a residential dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission
- (2.18) "Shared Ownership Accommodation" Where a Unit is owned part by a Affordable Housing Provider and part by an Approved Person
- (2.19) "Shared Ownership Lease" A Lease of Shared Ownership Accommodation granted by a Affordable Housing Provider to an Approved Person

3. INTERPRETATION

In this Agreement

- 3.1 words importing the singular shall be construed as importing the plural and vice versa
- 3.2 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa
- 3.3 where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons

- 3.4 the clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation
- 3.5 any reference to a clause or a paragraph or a schedule is to one in this Agreement so numbered
- 3.6 any reference to colour or letter is to one on the Plan
- 3.7 in the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation direction or plan made or issued under the statute or deriving validity from it
- 3.8 references to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its functions as local planning authority and local housing authority as appropriate

4. RECITALS

- 4.1 The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated
- 4.2 The Owner is seized of the fee simple in possession of the Property free from encumbrances and the Owner's title to the Property is registered at HM Land Registry under title number LA729766
- 4.3 The Owner on the 17th February 2010 made the Application to the Council
- 4.4 The Council is satisfied that the Development is such as may be approved by it under the Act but subject to the Owner entering into this Agreement with the Council under the provisions of Section 106 of the Act

5. OPERATIVE PROVISIONS

- 5.1 This Agreement is made under the provisions of Section 106 of the Act with the intention that the obligations contained herein are planning obligations for the

purposes of that section in respect of the Property which shall be enforceable by the Council against the Owner or any person deriving title from it

- 5.2 This Agreement shall come into effect upon the date of the grant of the Planning Permission pursuant to the Application but the obligations on the part of the Owner contained in the First Schedule shall become effective only on the Commencement of the Development
- 5.3 No person shall be liable for any breach of the covenants conditions or restrictions contained in this Agreement after he shall have parted with his interest in the Property or the relevant part of the Property in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest)
- 5.4 This Agreement shall cease to have effect if:-
 - 5.4.1 the Planning Permission shall be quashed revoked or otherwise withdrawn
 - 5.4.2 the Planning Permission shall expire prior to the Commencement of the Development
 - 5.4.3 the Council or any other competent authority shall at any time after the date hereof grant a new planning permission under which development of the Property is initiated for the purposes of section 56 of the Act
- 5.5 This Agreement is a local land charge and shall be registered by the Council under the Local Land Charges Act 1975
- 5.6 It is not intended that any person(s) who (but for the provisions of the Contract (Rights of Third Parties) Act 1999) would not acquire any interest hereunder should do so by virtue of such Act
- 5.7 The Owner hereby covenants with the Council to perform the obligations specified in the First Schedule of this Agreement
- 5.8 The Council hereby covenants with the Owner to perform the obligations specified in the Second Schedule of this Agreement
- 5.9 The Council will within fourteen days of this Agreement grant the Planning Permission for the Development referred to in the form annexed hereto

- 5.10 Wherever in this Agreement there is reference to the Council giving its approval to any matter or scheme that reference is on the basis that such approval shall not be unreasonably withheld or delayed
- 5.11 Any dispute between the parties as to any matter the subject of this Agreement shall be referred to an appropriate independent expert (who shall either be agreed between the parties or failing agreement appointed on the application of any of the parties by the President for the time being of the Royal Institution of Chartered Surveyors (or any person acting with his authority)) and the decision of the expert shall be final and binding (save in case of manifest error) and his costs shall be borne as he shall direct
- 5.12 If any sum due under this Agreement shall remain unpaid after the same has become due interest shall be paid thereon from the date the sum becomes due to the date of payment at the rate 2% above the base lending rate for the time being of National Westminster Bank Plc
- 5.13 The Owner shall pay the Council's legal fees incurred in relation to this Agreement on the date of this Agreement in the sum of £330 Three hundred and thirty pounds.
- 5.14 Any notice or other communication given or made in accordance with this Agreement shall be in writing and may (in addition to any other effective mode of service) be sent by recorded delivery or registered post to the Housing Manager for the time being of the Council at the address of the Council shown on the first page of this Agreement or at such other address as may from time to time have been notified to the sender as being the address for service of the relevant party for the purposes of this Agreement

6 Mortgagees Consent

- 6.1 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Property all of which is subject to the Legal Charge shall be bound by the obligations contained in this Agreement and that the security of the charge over the Property shall take effect subject to the provisions of this Agreement **Provided that** the Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of the Property in which case it too shall be bound by the obligations as if it were a person deriving title from the Owner

FIRST SCHEDULE
Owner's Obligations

1. To notify the Council in writing of the Commencement of the Development, such notice shall include details of which Units within the Development are to be the Affordable Units and shall be served on the Council within 7 days of the Commencement of the Development

2 Affordable Housing

Construction and transfer of the Affordable Units to the Affordable Housing Provider

- 2.1 The Affordable Units shall be designed and constructed to a specification no less favourable than the Open Market Units and shall comprise:

Affordable Units

- | | |
|----------|--|
| 4 (four) | 3 bed houses by way of Rented Affordable Units |
| 2 (two) | 3 bed houses for sale by way of Shared Ownership Leases (Sale Units) |

- 2.2 To Dispose of the Affordable Units to an Affordable Housing Provider approved by the Council (such approval not to be unreasonably withheld or delayed) after completion of the construction of the Affordable Units and to notify the Council in writing accordingly
- 2.3 Not to allow the first occupation of more than 22 of the Open Market Units (unless otherwise agreed in writing by the Council) until the Affordable Units have been built ready for immediate occupation and are capable of being transferred to the Affordable Housing Provider

3 Mechanism for dealing with the Affordable Units once they have been transferred to the Affordable Housing Provider

The Affordable Units shall be subject to each and every one of the restrictions regulating the Development as are contained in this Agreement and the purpose and intent of such restrictions shall be registered at HM Land Registry upon the Affordable Housing Provider title relating to the Affordable Units

4 The said restrictions referred to in the preceding clause are as follows:

4.1 Rented Affordable Units

- 4.1.1 that the Rented Affordable Units be available for rent
- 4.1.2 that on completion of the Rented Affordable Units they be allocated by 100% nomination on first let to Approved Persons nominated by the Council in accordance with the Council's allocations policy
- 4.1.3 that subsequent lets will be on a 50% nomination to Approved Persons by the Affordable Housing Provider
- 4.1.4 that rents to be charged on the Rented Affordable Unit will be in accordance with the Governments Guidance on Formulae rent as issued by the Tenant Services Authority which is the Authority that governs the rents to be charged by all social landlords whether they be registered social landlords or local authorities or Affordable Housing Providers

4.2 Shared Ownership Leases

- 4.2.1 **THE** Affordable Housing Provider shall maintain records enabling them to supply to the Council (within two weeks of the Council's written request to do so) such information as the Council may reasonably require in order to determine whether the covenants herein are being observed
- 4.2.2 On completion of the Transfer of the Affordable Housing Units to an Affordable Housing Provider and as soon as possible thereafter the Affordable Housing Provider shall ensure that the two Affordable Housing Units intended for sale by way of Shared Ownership Leases are used for Shared Ownership Accommodation to meet the objectives of the Affordable Housing Provider as established by the Housing Act 1996
- 4.2.3 Shared Ownership Leases shall only be granted to an Approved Person (as hereinafter defined) and each such Approved Person shall use the Sale Unit as his own and only residence and shall not be permitted to sublet without the written consent of the Council.

4.2.4 The rent level on the percentage equity retained by the Affordable Housing Provider under the Shared Ownership Lease shall be determined for the time being by the Homes and Communities Agency and in the absence of such determination at a rent level comparable with rent levels set for similar comparable New Build HomeBuy property in Clitheroe.

4.2.5 the Approved Person shall be required to purchase a minimum 50% (fifty per cent) equity share and will then have the option to purchase additional equity share to a maximum of 100% (one hundred percent) In the event that the Approved Person buys 100% of the equity in the Sale Unit and wish to sell the Sale Unit they shall be required to sell the Sale Unit to an Affordable Housing Provider thus ensuring the Sale Units remain affordable in perpetuity. The Shared Ownership Lease shall be the Homes and Communities Agency model Lease that shall contain a mandatory buy back covenant to ensure that the Sale Unit cannot be sold to any person other than an Affordable Housing Provider.

4.2.6 Any Sale Unit at the Property may be let by the Affordable Housing Provider at an Intermediate Rent for a maximum period of five years under the Affordable Housing Provider Intermediate Rent to Homebuy Scheme

4.2.7 The Affordable Housing Provider shall not allow occupation of any Affordable Unit otherwise than in accordance with the covenants and terms contained in this Agreement

4.3 An 'Approved Person' shall be a person who shall satisfy the criteria in paragraph 5 to 6 inclusive of this Schedule

5 In selecting an Approved Person the Council and the Affordable Housing Provider shall have regard to the following criteria in order of priority:-

5.1 Firstly buyers who can demonstrate a housing need requirement for the type of Unit who are in order of priority either

5.1.1 currently living in the Parish of Sabden for more than 10 years or

5.1.2 currently living in the Parish of Sabden and have done so continually for between 5 to 10 years

5.1.3 currently living in the Parish of Sabden and have done so continually for a minimum of 12 months

- 5.1.4 currently permanently employed in the Parish of Sabden for a minimum of 12 months and are employed for a minimum of 18 hours per week paid or unpaid or
- 5.1.5 Persons who at least one of the adult applicants have next of kin who have lived in the Parish of Sabden continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependant children.
- 5.1.6 Persons who are former residents of the Parish of Sabden who have been forced to move from the Parish because of a lack of affordable housing in the Parish
- 5.2.1 Secondly buyers who can demonstrate a housing need requirement for the type of Unit who are either
 - 5.2.1.1 currently living in the Parishes of Read & Simonstone or Wiswell and Pendleton or Whalley or Mearley for more than 10 years or
 - 5.2.1.2 currently living in the Parishes of Read & Simonstone or Wiswell and Pendleton or Whalley or Mearley and have done so continually for between 5 to 10 years or
 - 5.2.1.3 currently living in the Parishes of Read & Simonstone or Wiswell and Pendleton or Whalley or Mearley and have done so continually for a minimum of 12 months
 - 5.2.1.4 currently permanently employed in the Parishes of Read & Simonstone or Wiswell and Pendleton or Whalley or Mearley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or
 - 5.2.1.5 Persons who at least one of the adult applicants have next of kin who have lived in the Parishes of Read & Simonstone or Wiswell and Pendleton or Whalley or Mearley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependant children.
 - 5.2.1.6 Persons who are former residents of the Parishes of Read & Simonstone or Wiswell and Pendleton or Whalley or Mearley who have been forced to move from the Parish because of a lack of affordable housing in the Parish
- 5.3.1 Thirdly buyers who can demonstrate a housing need requirement for the type of Unit who are either
- 5.3.2 currently living in the Borough of Ribble Valley for more than 10 years or

- 5.3.3 currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or
- 5.3.4 currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months or
- 5.3.5 currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or
- 5.3.6 Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependant children.
- 5.3.7 Persons who are former residents of the Borough of Ribble Valley who have been forced to move from the Borough because of a lack of affordable housing in the Borough
- 5.4 In the event that the Affordable Housing Provider is unable to dispose of any Unit to an Approved Person because it is unable to find a person who meets the definition of Approved Person in this Agreement then the Affordable Housing Provider shall use reasonable endeavours to market the Unit to a potential Approved Person for a period of at least three months. If at the end of the period of three months in which a Unit has been marketed and no Approved Person has been identified then the Affordable Housing Provider may dispose of the Unit to a person who is not an Approved Person. The three month marketing period shall begin from the date that the Council is notified in writing that marketing is to commence.

6 Eligibility criteria: financial

The Affordable Housing Provider will ensure that the Approved Persons demonstrate that they

- 6.1 do not have sufficient income to purchase the same type of Unit on the open market
- 6.2 have satisfactory credit history containing no County Court Judgements or Insolvency proceedings within the past six years credit history report
- 6.3 have sufficient funds to cover the legal costs and disbursements involved in the purchase

7 Eligibility criteria: income

The Affordable Housing Provider will also:

- 7.1 impose upper income brackets per household for purchasers of each Unit in accordance with Homes and Communities Agency regulations and guidance
- 7.2 ensure income levels are verified via wage slips/P60's
- 8 Eligibility criteria: local connection
 - 8.1 if relevant verify local connection based on employment by way of references/ confirmation of employment history and confirmation of permanence of employment will be required from an employer
 - 8.2 if relevant verify five out of the last ten years connection by placing the onus on the Approved Person to provide suitable supporting evidence eg council tax records, electoral roll records
 - 8.3 If relevant ensure local connection is established by reference to the electoral roll at a specific date in time

PROVIDED THAT should the Council and the Affordable Housing Provider be unable to nominate an Approved Person to any mortgagee of the Affordable Housing Provider (or the Affordable Housing Provider successors in title or mortgagee of persons deriving title through the Affordable Housing Provider who has exercised its power of sale under any mortgage or charge of the Property or any Unit comprising the Property) within one month of a request by such mortgagee in possession the mortgagee in possession shall be free to sell the Unit on the open market

- 9 None of the obligations imposed by this Agreement in relation to the Proposed Development shall apply to:
 - 9.1 Any mortgagee or chargee of the Association (provided that such mortgagee or chargee has for a period of at least three months first used all reasonable endeavours to procure the transfer of the Proposed Development to a Registered Social Landlord acting as Affordable Housing Provider)
 - 9.2 The mortgagee or chargee of any Approved Person who has been granted a Shared Ownership Lease of the Sale Units

10 Notices

Any notice or other communication given or made in accordance with this Agreement shall be in writing and may (in addition to any other effective mode of service) be sent by

recorded delivery or registered post to the Strategic Housing Officer for the time being of the Council at the address of the Council shown on the first page of this Agreement or at such address as may from time to time have been notified to the sender as being the address for service of the relevant party for the purposes of this Agreement

11 Records

The Affordable Housing Provider shall maintain records enabling them to supply to the Council (within four weeks of the Council's written request to do so) such information as the Council may reasonably require in connection with this agreement

12 The Affordable Housing Provider shall on parting with the whole (or part as applicable) of its interest in the Property be released from all liabilities under the terms of this Agreement in relation thereto (save in respect of any antecedent breaches)

13 Public Open Space Contribution

13.1 The Owner has agreed to pay to the Council the Public Open Space Contribution in the sum of £23,520 (twenty three thousand five hundred and twenty pounds) in lieu of providing public open space on the property but the contribution shall be used by the Council for the maintenance of Public Open Space in the village of Sabden.

13.2 Payment of the Public Open Space Contribution shall be made by the following instalments

13.2.1 £10,000.00 on completion of the 10th Unit built and the Unit shall not be occupied until the £10,000 has been paid to the Council

13.2.2 £13,520.00 on completion of the final Unit built but before occupation of the final Unit. In the event that less than 44 units are built the final instalment shall be paid on cessation of building works on the Property and the final Unit shall not be occupied until the £13,520.00 has been paid to the Council

SECOND SCHEDULE

Council's Obligations

Repayment of contributions

1. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid and for no other purpose
2. The Council covenants with the Owner that it will refund all such sums received to the person who paid such sums received by the Council under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the Council of such sum together with interest for the period from the date of payment to the date of refund
3. The Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order confirming the expenditure of such sums paid under this Agreement

Discharge of obligations

4. When requested in writing the Council shall provide written confirmation of the discharge of certain of the obligations contained in this Agreement when satisfied that such obligations have been performed

IN WITNESS whereof the Council and the Owner and the Mortgagee have hereunto caused their respective Common Seals to be hereunto affixed and executed as a Deed the day and year first before written

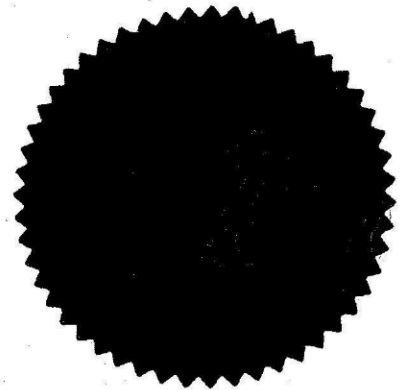
THE COMMON SEAL of RIBBLE VALLEY)

BOROUGH COUNCIL was hereunto affixed to)

this Deed in the presence of:)

Mayor

Chief Executive



EXECUTED AS A DEED by

THE COMMON SEAL of HARPERHOUSE)

COMMERCIAL LIMITED was hereunto affixed)

to this Deed in the presence of:)

Director

Director/Secretary/Authorised Signatory

Witness:

Solicitors
FARLEY SOLICITORS LLP
UNIT C1, HURSTWOOD COURT
DUTTONS WAY
SHADSWORTH BUSINESS PARK
BLACKBURN
BB1 2QR

EXECUTED AS A DEED by SVENSKA HANDELSBANKEN AB)

By an Attorney of the Bank acting under a scheme of delegation)

Authorised by the Board of Directors)

FOR AND ON BEHALF OF

SVENSKA HANDELSBANKEN AB (Publ)

Authorised Signatory

FOR AND ON BEHALF OF

SVENSKA HANDELSBANKEN AB (Publ)

RIBBLE VALLEY BOROUGH COUNCIL

Development Department

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

Telephone: 01200 425111

Fax: 01200 414488

Planning Fax: 01200 414487

Town and Country Planning Act 1990

OUTLINE PLANNING PERMISSION

APPLICATION NO: 3/2010/0001
DECISION DATE: 08 March 2011
DATE RECEIVED: 17/02/2010

APPLICANT:

Harperhouse Commercial Ltd
c/o Agent

AGENT:

JWPC Limited
1B Waterview
White Cross
Lancaster
LA1 4XS

PARTICULARS OF DEVELOPMENT:

Regeneration site to provide 44 dwellings (6 of which would be affordable), with access from Watt St. and associated parking. Retention and re-furbishment of Falcon House to provide 557.4 sq.m. of class B1 business space.

AT: former Cobden Mill Watt Street Sabden Lancashire BB7 9DZ

Ribble Valley Borough Council hereby give notice in pursuance of provisions of the Town and Country Planning Act 1990 that **outline planning permission has been granted** for the carrying out of the development referred to above in accordance with the application and plans submitted subject to the following conditions:

- 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 pursuant to Section 91 of the Town and Country Planning Act 1990.

- 2 This permission shall be read in accordance with the Section 106 Agreement dated 03 March 2011.

REASON: For the avoidance of doubt as the permission is subject to an agreement in relation to the low cost/affordable housing approved and the requested contribution towards the maintenance of Public Open Space within Sabden by Ribble Valley Borough Council.

- 3 The permission shall relate to the development as shown on Plan Drawing No's 3906 - 35 Rev. C and 3906 - 36 Rev A.

REASON: For the avoidance of doubt and to ensure that the development is carried out in accordance with the submitted plans.

- 4 This permission shall be implemented in accordance with the proposal as amended by letter and plan received on the 20 October 2010.

REASON: For the avoidance of doubt since the proposal was the subject of agreed amendments.

P.T.O.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2010/0001

DECISION DATE: 8 March 2011

- 5 Detailed plans indicating the design and external appearance of the buildings, facing materials, landscaping and boundary treatment, including a contoured site plan showing existing features, the proposed slab floor level and road level (called the reserved matters) shall be submitted to and approved by the Local Planning Authority before development commences.
- REASON: To comply with Policy G1 of the Ribble Valley Districtwide Local Plan and in order that the Local Planning Authority should be satisfied as to the details and because the application was made for outline permission.
- 6 Unless otherwise agreed in writing with the Local Planning Authority, the development shall be carried out in strict accordance with the recommendations of the bat survey and report submitted with the application dated 4 October 2010, including the carrying out of an additional dawn survey prior to the commencement of the demolition of the buildings on site.
- REASON: To comply with policies G1 and ENV7 of the Ribble Valley Districtwide Local Plan ensuring that no species/habitat protected by the Wildlife and Countryside Act 1981 are destroyed.
- 7 Prior to commencement of any site works including delivery of building materials and excavations for foundations or services details of root protection areas and protective fencing shall be submitted and agreed in writing. The details shall also include a tree protection-monitoring schedule.
- The root protection zone shall be 12 x the DBH and shall remain in place until all building work has been completed and all excess materials have been removed from site including soil/spoil and rubble.
- During the building works no excavations or changes in ground levels shall take place and no building materials/spoil/soil/rubble shall be stored or redistributed within the protection zone, in addition no impermeable surfacing shall be constructed within the protection zone.
- No tree surgery or pruning shall be implemented without prior written consent, which will only be granted when the local authority is satisfied that it is necessary, will be in accordance with BS3998 for tree work and carried out by an approved arboricultural contractor.
- REASON: In order to ensure that any tree affected by development and included in the Sabden Conservation area is afforded maximum physical protection from the adverse affects of development. In order to comply with Policies G1 and ENV13 of the District Wide Local Plan.
- 8 No development approved by this permission shall be commenced until a scheme for the provision and implementation of a surface water regulation system has been approved by the Local Planning Authority. The scheme shall be completed in accordance with the approved plans.
- REASON: To reduce the increased risk of flooding associated with increasing the impermeable surface area of the site.

P.T.O.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2010/0001

DECISION DATE: 8 March 2011

- 9 Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the Local Planning Authority:
1. A site investigation scheme, based on the Preliminary Risk Assessment (Phase 1 Desk Study) for Land at Cobden Mill, Sabden, by LK Consult Ltd (referenced CL1574, dated December 2009), to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
 2. The site investigation results and detailed risk assessment (i) and, based on these, an options appraisal and a remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
 3. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (ii) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.
- REASON: To ensure that the development does not pose a risk of pollution to controlled waters.
- 10 Surface water run off from this site should be restricted to existing rates in order that the proposed development does not contribute to an increased risk of flooding.
- REASON: To reduce the increased risk of flooding in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.
- 11 No development approved by this permission shall be commenced until a scheme for the disposal of foul and surface waters has been approved by the Local Planning Authority. Such a scheme shall be constructed and completed in accordance with the approved plans.
- REASON: To ensure a satisfactory means of drainage in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan. In accordance with PPS25 surface water should not be allowed to discharge to foul/combined sewer. This prevents foul flooding and pollution of the environment.
- 12 No works shall take place on the site until the applicant, or their agent or successors in title, has secured the implementation of a programme of archaeological work. This must be carried out in accordance with a written scheme of investigation, which shall first have been submitted to and agreed in writing by the Local Planning Authority.
- REASON: To ensure and safeguard the recording and inspecting of matters of archaeological/historical importance associated with the site.
- 13 Prior to the commencement of built development, further details of the proposed bin storage areas and the access arrangements for such areas shall be submitted to the Local Planning Authority and approved in writing and thereafter maintained in perpetuity.
- REASON: To ensure adequate bin storage and to comply with Policy G1 of the Districtwide Local Plan.

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- 14 The car park shall be surfaced or paved in accordance with a scheme to be approved in writing by the local planning authority and the car parking spaces and manoeuvring areas marked out in accordance with the approved plan, before the use of the development.

REASON: To comply with Policy G1 of the Ribble Valley Districtwide Local Plan and to allow for the effective use of the parking areas.

- 15 All fixed plant and equipment shall be installed in accordance with the manufacturer's instructions, and be acoustically mounted and or screened to minimise noise generation.

REASON: In accordance with Policy G1 of the Ribble Valley Districtwide Local Plan, and in the interests of the general amenity of the area, and to safeguard residential amenity.

- 16 HGV deliveries to and from Falcon House should be restricted to the following working daytime hours,
- between 0700 and 2100 hours from Monday to Friday,
- between 0900 and 1700 hours on Saturdays, and
- between 1000 and 1600 hours on Sundays and Bank Holidays.

REASON: In accordance with Policy G1 of the Ribble Valley Districtwide Local Plan, and in the interests of the general amenity of the area, and to safeguard residential amenity.

- 17 Prior to commencement of development a scheme identifying how a minimum of 10% of the energy requirements generated by the development will be achieved by renewable energy production methods shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall then be provided in accordance with the approved details prior to occupation of development and thereafter retained.

REASON: In order to encourage renewable energy and comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

Relevant Planning Policy

Policy G1 - Development Control.
Policy G4 - Settlement Strategy.
Policy ENV1 - Area of Outstanding Natural Beauty.
Policy ENV7 - Species Protection.
Policy ENV13 - Landscape Protection.
Policy ENV16 - Development within Conservation Areas.
Policy H21 - Affordable Housing - Information Needed.
Policy T7 - Parking Provision.
Policy RT8 - Open Space Provision.
Affordable Housing Memorandum of Understanding (AHMU)
PPS1 - Delivering Sustainable Development.
PPS3 - Housing (June 2010).
PPS5 - Planning for the Historic Environment.
PPS7 - Sustainable Development in Rural Areas.
PPS22 - Renewable Energy.
PPS25 - Development and Flood Risk.

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SUMMARY OF REASONS FOR APPROVAL

The proposal represents an appropriate form of development and given its design, size and location would not result in visual detriment to the surrounding countryside, nor would its use have an adverse impact on highway safety.

Note(s)

1. For rights of appeal in respect of any condition(s)/or reason(s) attached to the consent 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. Under the terms of the Water Resources Act 1991 and the Land Drainage Byelaws, the prior written consent of the Agency is required for any proposed works or structures in, under, over or within 8 metres of the top of the bank of Sabden Brook, which is designated as a 'Main River'. In particular, no trees or shrubs may be planted, nor fences, buildings, pipelines or any other structure erected within 8 metres of the top of any bank/retaining wall of the watercourse without the prior written Consent of the Environment Agency. Full details of such works, together with details of any proposed new surface water outfalls, which should be constructed entirely within the bank profile, must be submitted for consideration.

The Environment Agency has a right of entry to Sabden Brook by virtue of Section 172 of the Water Resources Act 1991, and a right to carry out maintenance and improvement works by virtue of Section 165 Of the same Act. The developer must contact Colin Worswick on (01772) 714259 to discuss access requirements and apply for Consent.

Surface water run-off can be managed through the use of sustainable drainage systems (SUDS), and the Environment Agency advocates their use. SUDS are a range of techniques including soakaways, infiltration trenches, permeable pavements, grassed swales, ponds and wetlands that attenuate the rate and quantity of surface water run-off from a site, and contribute to a reduced risk of flooding. SUDS offer other benefits in terms of promoting groundwater recharge, water quality improvement and amenity enhancements. Approved Document Part H of the Building Regulations 2000 sets out a hierarchy for surface water disposal, which encourages a SUDS approach. Further information on SUDS can be found in the following documents: Continued/.....

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3.

Cont/... •Planning Policy Statement 25: Development & Flood Risk (DCLG).

..... •C522: Sustainable Urban Drainage Systems - Design Manual for England and Wales (CIRIA).

• Interim Code of Practice for Sustainable Drainage Systems (SUDS Working Group)

The Interim Code of Practice provides advice on design, adoption and maintenance issues and a full overview of other technical guidance on SUDS, and is available on both the Environment Agency's website (www.environment-agency.gov.uk) and CIRIA's website (www.ciria.org.uk).

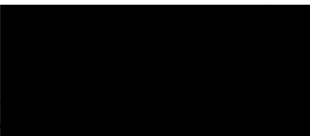
The Environment Agency also recommend that the developer considers the following methods,

- Water management in the development, including, dealing with grey waters
- Use of sustainable forms of construction including recycling of materials
- Energy efficient buildings

In line with comments from United Utilities, the site must be drained on a separate system, with only foul drainage connected into the foul sewer. Surface water should discharge to the watercourse (Sabden Brook) and may require the consent of the Environment Agency. If surface water is allowed to be discharged to the public surface water sewerage system, United Utilities may require the flow to be attenuated to a maximum discharge rate determined by them.

The applicant must discuss full details of the site drainage proposals with John Lunt of United Utilities on (01925) 537174. In addition, if any sewers on this development are proposed for adoption then the developer should contact the Sewers Adoptions Team of United Utilities on (01925) 428273.

The E.A. also recommend that the Applicant surveys the site for Japanese knotweed (*Fallopia japonica*) as this is known to occur along Sabden Brook. Japanese knotweed is listed under Schedule 9 of the Wildlife & Countryside Act 1981 (as amended) making it an offence to plant. Or cause it to spread, in the wild. If Japanese knotweed is found to be present on site, an eradication plan should be compiled and successfully implemented prior to any works taking place on site.



**STEWART BAILEY
DIRECTOR OF DEVELOPMENT SERVICES**