



Application No. 320111071 P

Fee paid £

Receipt No:

Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA Tel: 01200 425111 www.ribblevalley.gov.uk

Publication of applications on planning authority websites.

Please note that the information provided on this application form and in supporting documents may be published on the Authority's website

If you require any further clarification, please contact the Authority's planning department.

Title:	Mr	First name:	Mark	Surname:	Fillingham
Company name:	United Utilities Property Services				
Street address:	First Floor Grasmere House				Telephone number:
	Lingley Mere Business Park, Lingley Green Avenue				
	Great Sankey				
Town/City:	Warrington				Mobile number:
County:					Fax number:
Country:					Email address:
Postcode:	WAS 3LP				
Are you an agent acting on behalf of the applicant?					
<input checked="" type="radio"/> Yes <input type="radio"/> No					

Title:	Mr	First Name:	Shaun	Surname:	Taylor
Company name:	GVA				
Street address:	81 Fountain Street			Telephone number:	Country Code National Number Extension Number
				Mobile number:	
Town/City	Manchester			Fax number:	
County:	Greater Manchester (Met County)			Email address:	
Country:					
Postcode:	M2 2EE			shaun.taylor@gva.co.uk	

Please describe the proposed development including any change of use:

Full planning permission for access, landscaping and the erection of 52 new build residential properties, the conversion of the former barn to one dwelling unit and refurbishment of existing residential unit (53 Chapel Hill)

Has the building, work or change of use already started?

☐ Yes ☒ No

4. Site Address Details

Full postal address of the site (including full postcode where available)

House:	<input type="text"/>	Suffix:	<input type="text"/>
House name:	Land at Chapel Hill		
Street address:	<input type="text"/>		
Town/City:	Longridge		
County:	Lancashire		
Postcode:	PR3 2YB		

Description of location or a grid reference
(must be completed if postcode is not known):

Easting:	360399
Northing:	436621

Description:

Land at Chapel Hill including existing dwelling and associated former barn

5. Pre-application Advice

Has assistance or prior advice been sought from the local authority about this application?

☒ Yes ☐ No

If Yes, please complete the following information about the advice you were given (this will help the authority to deal with this application more efficiently):

Officer name:

Title:	Mr	First name:	John/ sarah	Surname:	macholc/ westwood
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Reference:

Date (DD/MM/YYYY): (Must be pre-application submission)

Details of the pre-application advice received:

various meetings and emails from 2009-2011. pre-application meeting held 20th october 2011

6. Pedestrian and Vehicle Access, Roads and Rights of Way

Is a new or altered vehicle access proposed to or from the public highway?

☒ Yes ☐ No

Is a new or altered pedestrian access proposed to or from the public highway?

☒ Yes ☐ No

Are there any new public roads to be provided within the site?

☒ Yes ☐ No

Are there any new public rights of way to be provided within or adjacent to the site?

☒ Yes ☐ No

Do the proposals require any diversions/extinguishments and/or creation of rights of way?

☐ Yes ☒ No

If you answered Yes to any of the above questions, please show details on your plans/drawings and state the reference of the plan(s)/drawings(s)

08-107-005 indicative layout, 08-107-006 illustrative masterplan

7. Waste Storage and Collection

Do the plans incorporate areas to store and aid the collection of waste?

☒ Yes ☐ No

If Yes, please provide details:

within curtilage of dwellings

Have arrangements been made for the separate storage and collection of recyclable waste?

☒ Yes ☐ No

If Yes, please provide details:

applicant will negotiate with LPA during determination

8. Authority Employee/Member

With respect to the Authority, I am:

- (a) a member of staff
- (b) an elected member
- (c) related to a member of staff
- (d) related to an elected member

Do any of these statements apply to you?

☐ Yes ☒ No

9. Materials

Please state what materials (including type, colour and name) are to be used externally (if applicable):

Walls - description:Description of *existing* materials and finishes:

n/a

Description of *proposed* materials and finishes:

Stone, brick and render

Roof - description:Description of *existing* materials and finishes:

n/a

Description of *proposed* materials and finishes:

natural slate

Windows - description:Description of *existing* materials and finishes:

n/a

Description of *proposed* materials and finishes:

painted timber "sash style" with minimum 100mm deep reveals

Doors - description:Description of *existing* materials and finishes:

n/a

Description of *proposed* materials and finishes:

painted timber

Boundary treatments - description:Description of *existing* materials and finishes:

n/a

Description of *proposed* materials and finishes:

Parkland fencing, low stone walls with hawthorn hedges and cheshire railings

Vehicle access and hard standing - description:Description of *existing* materials and finishes:

n/a

Description of *proposed* materials and finishes:

asphalt and paving in contrasting colours in tegula type materials with roads tarmacadam

Are you supplying additional information on submitted plan(s)/drawing(s)/design and access statement?

☒ Yes ☐ No

If Yes, please state references for the plan(s)/drawing(s)/design and access statement:

please refer to conservation statement, design code and design and access statement. Also drawing ref: D3100.001B

10. Vehicle Parking

Please provide information on the existing and proposed number of on-site parking spaces:

Type of vehicle	Existing number of spaces	Total proposed (including spaces retained)	Difference in spaces
Cars	0	103	103
Light goods vehicles/public carrier vehicles	0	0	0
Motorcycles	0	0	0
Disability spaces	0	0	0
Cycle spaces	0	0	0
Other (e.g. Bus)	0	0	0
Short description of Other			

11. Foul Sewage

Please state how foul sewage is to be disposed of:

Mains sewer

☒

Package treatment plant

☐

Unknown

☐

Septic tank

☐

Cess pit

☐

Other

Are you proposing to connect to the existing drainage system?

☒ Yes ☐ No ☐ Unknown

If Yes, please include the details of the existing system on the application drawings and state references for the plan(s)/drawing(s):

08-107-0005 constraints plan

12. Assessment of Flood Risk

Is the site within an area at risk of flooding? (Refer to the Environment Agency's Flood Map showing flood zones 2 and 3 and consult Environment Agency standing advice and your local planning authority requirements for information as necessary.)

☐ Yes ☒ No

If Yes, you will need to submit an appropriate flood risk assessment to consider the risk to the proposed site.

Is your proposal within 20 metres of a watercourse (e.g. river, stream or beck)?

☐ Yes ☒ No

Will the proposal increase the flood risk elsewhere?

☐ Yes ☒ No

How will surface water be disposed of?

☒ Sustainable drainage system

☐ Main sewer

☒ Pond/lake

☒ Soakaway

☐ Existing watercourse

13. Biodiversity and Geological Conservation

To assist in answering the following questions refer to the guidance notes for further information on when there is a reasonable likelihood that any important biodiversity or geological conservation features may be present or nearby and whether they are likely to be affected by your proposals.

Having referred to the guidance notes, is there a reasonable likelihood of the following being affected adversely or conserved and enhanced within the application site, OR on land adjacent to or near the application site:

a) Protected and priority species

☐ Yes, on the development site ☐ Yes, on land adjacent to or near the proposed development ☒ No

b) Designated sites, important habitats or other biodiversity features

☐ Yes, on the development site ☐ Yes, on land adjacent to or near the proposed development ☒ No

c) Features of geological conservation importance

☐ Yes, on the development site ☐ Yes, on land adjacent to or near the proposed development ☒ No

14. Existing Use

Please describe the current use of the site:

Existing residential dwelling, associated former barn and field used for grazing

Is the site currently vacant?

☒ Yes ☐ No

If Yes, please describe the last use of the site:

When did this use end (if known) (DD/MM/YYYY)?

Does the proposal involve any of the following?

If yes, you will need to submit an appropriate contamination assessment with your application.

Land which is known to be contaminated?

☐ Yes ☒ No

Land where contamination is suspected for all or part of the site?

☐ Yes ☒ No

A proposed use that would be particularly vulnerable to the presence of contamination?

☐ Yes ☒ No

15. Trees and Hedges

Are there trees or hedges on the proposed development site?

☒ Yes ☐ No

And/or: Are there trees or hedges on land adjacent to the proposed development site that could influence the development or might be important as part of the local landscape character?

☒ Yes ☐ No

If Yes to either or both of the above, you may need to provide a full Tree Survey, at the discretion of your local planning authority. If a Tree Survey is required, this and the accompanying plan should be submitted alongside your application. Your local planning authority should make clear on its website what the survey should contain, in accordance with the current 'BS5837: Trees in relation to construction - Recommendations'.

16. Trade Effluent

Does the proposal involve the need to dispose of trade effluents or waste?

☐ Yes ☒ No

17. Residential Units

Does your proposal include the gain or loss of residential units?

☒ Yes ☐ No

7. Residential Units (continued) S/S - see attached revised question 17

320111071P

Market Housing - Proposed

	Number of bedrooms				
	1	2	3	4+	Unknown
Houses					37
Flats/Maisonettes					
Live-Work units					
Cluster flats					
Sheltered housing					
Bedsit/Studios					
Unknown					

Proposed Market Housing Total

37

Social Rented Housing - Proposed

	Number of bedrooms				
	1	2	3	4+	Unknown
Houses		3	3		2
Flats/Maisonettes					
Live-Work units					
Cluster flats					
Sheltered housing					
Bedsit/Studios					
Unknown					

Proposed Social Rented Housing Total

8

Intermediate Housing - Proposed

	Number of bedrooms				
	1	2	3	4+	Unknown
Houses		3	3		2
Flats/Maisonettes					
Live-Work units					
Cluster flats					
Sheltered housing					
Bedsit/Studios					
Unknown					

Proposed Intermediate Housing Total

8

Overall Residential Unit Totals

Total proposed residential units	53
Total existing residential units	1

Market Housing - Existing

	Number of bedrooms				
	1	2	3	4+	Unknown
Houses				1	
Flats/Maisonettes					
Live-Work units					
Cluster flats					
Sheltered housing					
Bedsit/Studios					
Unknown					

Existing Market Housing Total

1

Social Rented Housing - Existing

	Number of bedrooms				
	1	2	3	4+	Unknown
Houses					
Flats/Maisonettes					
Live-Work units					
Cluster flats					
Sheltered housing					
Bedsit/Studios					
Unknown					

Existing Social Rented Housing Total

0

Intermediate Housing - Existing

	Number of bedrooms				
	1	2	3	4+	Unknown
Houses					
Flats/Maisonettes					
Live-Work units					
Cluster flats					
Sheltered housing					
Bedsit/Studios					
Unknown					

Existing Intermediate Housing Total

0

18. All Types of Development: Non-residential Floorspace

Does your proposal involve the loss, gain or change of use of non-residential floorspace?

☐ Yes ☒ No

19. Employment

If known, please complete the following information regarding employees:

	Full-time	Part-time	Equivalent number of full-time
Existing employees	0	0	0
Proposed employees	0	0	0

20. Hours of Opening

If known, please state the hours of opening for each non-residential use proposed:

Use	Monday to Friday		Saturday		Sunday and Bank Holidays		Not Known
	Start Time	End Time	Start Time	End Time	Start Time	End Time	

21. Site Area

What is the site area?

03.40

hectares

22. Industrial or Commercial Processes and Machinery

Please describe the activities and processes which would be carried out on the site and the end products including plant, ventilation or air conditioning. Please include the type of machinery which may be installed on site:

N/A

Is the proposal for a waste management development?

☐ Yes ☒ No

23. Hazardous Substances

Is any hazardous waste involved in the proposal?

☐ Yes ☒ No

24. Site Visit

Can the site be seen from a public road, public footpath, bridleway or other public land?

☐ Yes ☒ No

If the planning authority needs to make an appointment to carry out a site visit, whom should they contact? (Please select only one)

☒ The agent ☐ The applicant ☐ Other person

25. Certificates (Certificate A)

Certificate of Ownership - Certificate A

Town and Country Planning (Development Management Procedure) (England) Order 2010 Certificate under Article 12

I certify/The applicant certifies that on the day 21 days before the date of this application nobody except myself/ the applicant was the owner (owner is a person with a freehold interest or leasehold interest with at least 7 years left to run) of any part of the land or building to which the application relates.

Title: Mr First name: Shaun Surname: Taylor

Person role: Agent

Declaration date: 20/12/2011

☒ Declaration made

25. Certificates (Agricultural Land Declaration)

Agricultural Land Declaration

Town and Country Planning (Development Management Procedure) (England) Order 2010 Certificate under Article 12

Agricultural Land Declaration - You Must Complete Either A or B

(A) None of the land to which the application relates is, or is part of an agricultural holding.

☒

(B) I have/The applicant has given the requisite notice to every person other than myself/the applicant who, on the day 21 days before the date of this application was a tenant of an agricultural holding on all or part of the land to which this application relates, as listed below:

☐

If any part of the land is an agricultural holding, of which the applicant is the sole tenant, the applicant should complete part (B) of the form by writing 'sole tenant - not applicable' in the first column of the table below

Title: Mr First Name: shaun Surname: taylor

Person role: Agent

Declaration date: 20/12/2011

☒ Declaration Made

26. Declaration

I/we hereby apply for planning permission/consent as described in this form and the accompanying plans/drawings and additional information



Date: 20/12/2011

17. Residential Units (Including Conversion)

Does your proposal include the gain, loss or change of use of residential units?
If Yes, please complete details of the changes in the tables below:

☒ Yes☐ No

25 JAN 2012

FOR THE
ATTENTION**Proposed Housing**

Market Housing	Not known	Number of Bedrooms					Total
		1	2	3	4+	Unknown	
Houses	<input type="checkbox"/>		4	19	15		38
Flats and maisonettes	<input type="checkbox"/>						
Live-work units	<input type="checkbox"/>						
Cluster flats	<input type="checkbox"/>						
Sheltered housing	<input type="checkbox"/>						
Bedsit/studios	<input type="checkbox"/>						
Unknown type	<input type="checkbox"/>						
Totals (a+b+c+d+e+f+g)=							38

Social Rented	Not known	Number of Bedrooms					Total
		1	2	3	4+	Unknown	
Houses	<input type="checkbox"/>		4	4			8
Flats and maisonettes	<input type="checkbox"/>						
Live-work units	<input type="checkbox"/>						
Cluster flats	<input type="checkbox"/>						
Sheltered housing	<input type="checkbox"/>						
Bedsit/studios	<input type="checkbox"/>						
Unknown type	<input type="checkbox"/>						
Totals (a+b+c+d+e+f+g)=							8

Intermediate	Not known	Number of Bedrooms					Total
		1	2	3	4+	Unknown	
Houses	<input type="checkbox"/>		4	4			8
Flats and maisonettes	<input type="checkbox"/>						
Live-work units	<input type="checkbox"/>						
Cluster flats	<input type="checkbox"/>						
Sheltered housing	<input type="checkbox"/>						
Bedsit/studios	<input type="checkbox"/>						
Unknown type	<input type="checkbox"/>						
Totals (a+b+c+d+e+f+g)=							8

Key worker	Not known	Number of Bedrooms					Total
		1	2	3	4+	Unknown	
Houses	<input type="checkbox"/>						
Flats and maisonettes	<input type="checkbox"/>						
Live-work units	<input type="checkbox"/>						
Cluster flats	<input type="checkbox"/>						
Sheltered housing	<input type="checkbox"/>						
Bedsit/studios	<input type="checkbox"/>						
Unknown type	<input type="checkbox"/>						
Totals (a+b+c+d+e+f+g)=							

Total proposed residential units (A+B+C+D)= 54

Market Housing	Not known	Number of Bedrooms					Total
		1	2	3	4+	Unknown	
Houses	<input type="checkbox"/>						
Flats and maisonettes	<input type="checkbox"/>						
Live-work units	<input type="checkbox"/>						
Cluster flats	<input type="checkbox"/>						
Sheltered housing	<input type="checkbox"/>						
Bedsit/studios	<input type="checkbox"/>						
Unknown type	<input type="checkbox"/>						
Totals (a+b+c+d+e+f+g)=							

Social Rented	Not known	Number of Bedrooms					Total
		1	2	3	4+	Unknown	
Houses	<input type="checkbox"/>						
Flats and maisonettes	<input type="checkbox"/>						
Live-work units	<input type="checkbox"/>						
Cluster flats	<input type="checkbox"/>						
Sheltered housing	<input type="checkbox"/>						
Bedsit/studios	<input type="checkbox"/>						
Unknown type	<input type="checkbox"/>						
Totals (a+b+c+d+e+f+g)=							

Intermediate	Not known	Number of Bedrooms					Total
		1	2	3	4+	Unknown	
Houses	<input type="checkbox"/>						
Flats and maisonettes	<input type="checkbox"/>						
Live-work units	<input type="checkbox"/>						
Cluster flats	<input type="checkbox"/>						
Sheltered housing	<input type="checkbox"/>						
Bedsit/studios	<input type="checkbox"/>						
Unknown type	<input type="checkbox"/>						
Totals (a+b+c+d+e+f+g)=							

Key worker	Not known	Number of Bedrooms					Total
		1	2	3	4+	Unknown	
Houses	<input type="checkbox"/>						
Flats and maisonettes	<input type="checkbox"/>						
Live-work units	<input type="checkbox"/>						
Cluster flats	<input type="checkbox"/>						
Sheltered housing	<input type="checkbox"/>						
Bedsit/studios	<input type="checkbox"/>						
Unknown type	<input type="checkbox"/>						
Totals (a+b+c+d+e+f+g)=							

Total existing residential units (E+F+G+H)=

TOTAL NET GAIN or LOSS of RESIDENTIAL UNITS (Proposed Housing Grand Total - Existing Housing Grand Total): 53

320111071P

Dated:

2011

AGREEMENT

under Section 106 of the Town
and Country Planning Act 1990 (as amended)
relating to land at Chapel Hill Longridge,
Preston

between

Ribble Valley Borough Council

and

[United Utilities Property Solutions Limited]

SEMPLE FRASER LLP

Solicitors

1 Portland Street

Manchester M1 3BE

Tel: 0161 907 3771

Fax: 0161 907 3776

Ref: KLJ/LJT/15492-3

This DEED is made the

day of

2011

between

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of [] ("the Council")
- (2) **[UNITED UTILITIES PROPERTY SERVICES LIMITED** (CRN 380021) of Haweswater House Lingley Mere Business Park Lingley Green Avenue Great Sankey Warrington WA5 3LP ("the Owner")]

WHEREAS:-

- (A) The Council is the local planning authority for the area within which the Land is situated
- (B) The Owner is the freehold owner of the Land
- (C) The Owner submitted the Planning Application to the Council and the Council are minded to grant the Planning Permission subject to completion of this Agreement and appropriate planning conditions

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS

Expression

Meaning

"Act"

the Town and Country Planning Act 1990 as amended

"Affordable Housing"

means affordable housing as defined in PPS3 June 2010 (as may be updated from time to time)

"Affordable Housing Plan"

means the Affordable Housing Plan to be agreed in writing with the Council showing the location of the Affordable Housing Units within the Development

"Affordable Housing Provider"

means an organisation in accordance with Part 1 Chapter 1 of the Housing Act 1996 (or as redefined by any amendment replacement or re-enactment of such Act) or any company or other body approved by the Homes and Communities Agency for receipt of grant monies and who is approved by the Council

"Affordable Housing Units"

means 30% of the total number of Dwellings to be constructed as part of the Development such units being provided as Affordable Housing in accordance with the provisions of this Deed

"Development"

the development of the Land by [need description of development]

"Interest Rate"

the base lending rate for the time being of the Barclays Bank PLC compounded annually

"Land"

land at Chapel Hill Longridge as shown edged red on the plan attached to this Agreement

"Planning Application"

the application which was submitted by the Owner to the Council on [] and allocated reference number []

"Waste Contribution"

the sum of [£90] per Dwelling

2. INTERPRETATION

- 2.1 References to any party shall include the successors in title of that party and those deriving title through that party and, in the case of the Council, the successors to their functions
- 2.2 Obligations entered into by a party which comprises more than one person shall be deemed to be entered into jointly and severally
- 2.3 Words importing persons include firms, companies and bodies corporate and vice versa
- 2.4 Words importing the singular shall include the plural and vice versa
- 2.5 Words importing anyone gender shall include either other gender
- 2.6 Construction of this Agreement shall ignore the headings, contents list and frontsheet (all of which are for reference only)
- 2.7 References to a numbered clause, schedule, paragraph or appendix are references to the clause, schedule, paragraph or appendix of or to this Agreement so numbered
- 2.8 Any reference to a statutory provision shall be deemed to include:
 - 2.8.1 any subsequent re-enactment or amending provision and
 - 2.8.2 every statutory instrument, direction or specification made or issued under that provision or deriving validity from it
- 2.9 An obligation to do something includes an obligation to procure it to be done and
- 2.10 An obligation not to do something includes an obligation not to allow it to be done

3. ENABLING PROVISIONS

- 3.1 This Agreement is a planning obligation by agreement made pursuant to the provisions of Section 106 of the 1990 Act with the intention of binding the Land and every part of the Land in accordance with that section

3.2 Insofar as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to Section 111 of the Local Government Act 1972 and all other enabling powers

4. COMMENCEMENT

4.1 The obligations contained in this Agreement shall come into effect and bind the Owner from the Commencement Date

5. COVENANTS WITH THE COUNCIL

5.1 The Owner covenants with the Council with the intention of binding the Land and every part of the Land:

5.2 to observe and perform the obligations set out in the First Schedule; and

5.3 agree with the Council that:

5.3.1 the obligations in this clause 5 constitute a planning obligation for the purposes of section 106(9)(a) of the Act; and

5.3.2 the Council is the local planning authority by whom the obligations in this clause 5 are enforceable for the purposes of section 106(9)(d) of the Act

6. COVENANTS BY THE COUNCIL

6.1 The Council covenants with the Owner:

6.1.1 To observe and perform the obligations set out in the Second Schedule

6.1.2 Upon written request of the Owner at any time after any of the obligations of the Owner under this Agreement have been performed or otherwise discharged to issue written confirmation thereof and

6.1.3 Where its approval is required to any matter under this Agreement not to unreasonably withhold or delay such approval

7. NOTICES

7.1 All notices, demands or other written communications to or upon the parties pursuant to this Agreement shall be deemed to have been properly given or made if despatched by first recorded delivery letter to the party to which such notice, request, demand or other written communication is to be given or made under this Agreement and addressed as follows:

7.1.1 in the case of the Council to []

7.1.2 in the case of the Owner to their company secretary at their registered office or such other address for service as shall have been previously notified to the other party

7.2 Any such notice, request or demand or other written communication shall be deemed to have been served at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom and in providing such service it shall be sufficient to prove that the envelope containing such notice, request, demand or other written communication was properly addressed and delivered into the custody of the

postal authority in a prepaid first class or recorded delivery envelope (as appropriate)

8. CESSATION AND LIABILITY

8.1 This Agreement shall cease to be of effect if the Planning Permission:

8.1.1 is quashed as a result of legal proceedings without the relevant planning permission having been commenced; or

8.1.2 expires before the Commencement Date; or

8.1.3 is revoked; or

8.1.4 is modified by any statutory procedure without the consent of the Owner

8.2 The cessation of this Agreement shall not affect the liability of any party for any earlier breach.

8.3 Upon the cessation of this Agreement the Council shall forthwith procure the removal (or in the case of a cessation affecting only part of the Land a modification) of entries relating to this Agreement from the register of local land charges.

8.4 No person shall be liable for any breach of the covenants, restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the Land or part of the Land in respect of which the breach occurs.

8.5 Upon the performance discharge or other fulfilment of the obligations (or any of them) of the Owner under the terms of this Agreement such obligation or obligations shall absolutely cease and determine.

9. LOCAL AUTHORITY POWERS

9.1 Nothing in this Agreement fetters or restricts the exercise by the Council of its powers

10. LOCAL LAND CHARGE

10.1 This Agreement is a local land charge and shall be registered by the Council as such

11. RIGHTS OF THIRD PARTIES

11.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12. EXECUTED AS A DEED

12.1 This Agreement is a deed within the meaning of section 1 of the Law of Property (Miscellaneous Provisions) Act 1989 and is executed as such

13. DISPUTE RESOLUTION

- 13.1 Any dispute or difference arising out of this Agreement shall be submitted for the determination of an expert.
- 13.2 The expert shall be appointed by the parties jointly or, in default, of agreement within 10 clear Working Days after either party has given to the other a written request requiring the appointment of an expert, by the President of the Institution of Civil Engineers ("the President")
- 13.3 The President shall, if so requested, appoint an independent civil engineer as such expert or other person qualified in the discipline that the President deems appropriate for the dispute or difference in question. The expert so appointed must:-
- 13.3.1 act as an expert and not as an arbitrator;
- 13.3.2 afford the parties the opportunity within reasonable time limits to make representations to him;
- 13.3.3 inform each party of the representations of the other;
- 13.3.4 afford each party the opportunity within reasonable time limits to make representations to him on the representations of the other; and
- 13.3.5 notify the parties of his decision, with reasons, as quickly as practicable
- 13.4 The fees and expenses of the expert including the cost of his nomination shall be borne equally by the parties who shall bear their own costs as to the submission and determination of the dispute or difference by the expert
- 13.5 The expert's determination is to be conclusive and binding on the parties except:-
- 13.5.1 where there is a manifest error; and/or
- 13.5.2 on a matter of law
- 13.6 Either party may pay the share of the expert's fees and expenses due from the other party on behalf of the other party if such share is not paid within 20 Working Days of demand by the expert in which case the amount so paid plus all incidental expenses shall become a debt due and immediately payable to the paying party from the other party
14. PAYMENTS DUE AND VAT
- 14.1 All sums payable by the Owner to the Council under the provisions of this Agreement shall be paid within 14 days of the dates specified
- 14.2 The Owner shall pay the Council's legal costs in connection with preparation of this Agreement on the execution thereof
15. INTEREST
- 15.1 If either party shall fail to pay any sums due under the terms of this Agreement within 14 days of the due date that party shall become liable to pay interest on such sums from the date that they become due to the date on which they are actually paid at the rate of three per centum (3%) above the base lending rate of Barclays Bank Pic from the time being and from time to time in force.

16. AGREEMENTS AND DECLARATIONS

- 16.1 Nothing in this Agreement shall prohibit or limit the right to develop any part of the site in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement
- 16.2 In the event that any of the provisions of this Agreement are unenforceable this shall not affect the enforceability of the remaining provisions hereof
- 16.3 Any variation of this Agreement agreed between the Owner and the Council in writing shall not vitiate the remainder of this Agreement which shall remain in full force and effect subject to the amendment or amendments so agreed
- 16.4 Where any consent or approval is required under the terms of this Agreement such consents or approval shall not be unreasonably withheld or deleted
- 16.5 The covenants on the part of the Owner contained in this Agreement shall not be enforceable against individual purchasers of dwellings units forming part of the Development or against statutory undertakers in relation to any parts of the site acquired by them for electricity sub-stations, gas governor stations or pumping stations

17. GOVERNING LAW

- 17.1 The parties hereto hereby acknowledge that this Agreement shall be subject to the law of England and Wales and shall be governed by the jurisdiction of the Courts therein

18. ENTRY ONTO COUNCIL LAND

- 18.1 This Agreement does not give ever expressed or implied consent for any party to enter onto Council owned land for any purpose whatsoever any such consent will have to be obtained separately from the Council as and when necessary. The Council as landowner will have the right to refuse any such request for consent.

IN WITNESS whereof the Owner and the Council have executed this document as a Deed and delivered it the day and year first above written

FIRST SCHEDULE

Covenants by the Owner

The Owner covenants with the Council as follows:

1. Affordable Housing

- 1.1 Not to Commence the Development until the Affordable Housing Plan and the tenure mix for the Affordable Housing Units have been agreed by the Council in writing
 - 1.2 Only to construct the Affordable Housing Units in accordance with the Affordable Housing Plan
 - 1.3 (Unless otherwise agreed in writing by the Council) the Owner shall not permit nor enable more than 75% of the Market Housing Units to be in Occupation until the date upon which the Owner has entered into an unconditional contract for the transfer of the Affordable Housing Units (either freehold or leasehold interest for a term of not less than 125 years at a peppercorn ground rent) to an Affordable Housing Provider on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule
 - 1.4 The Affordable Housing Units shall be constructed in accordance with the Homes and Communities Agency Design and Quality Standards and Housing Quality Indicators pertaining at the date hereof Level 4 of the Code for Sustainable Homes Standards and the Lifetime Homes Standards
 - 1.5 The Affordable Housing provisions contained in this Schedule shall not be binding upon a mortgagee of an Affordable Housing Provider or Affordable Housing Unit nor any receiver appointed by such mortgagee nor any person deriving title through any such mortgagee or receiver
2. To pay the Waste Contribution to the Council prior to occupation of 50% of the Dwellings

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SECOND SCHEDULE

Covenants by the Council

The Council covenants as follows:-

1. Only to use the Waste Contribution for the purpose of []
2. To refund or procure the refunding to the Owner of any part of the Waste Contribution not expended within 5 years of the date on which it was received by the Council together with interest at the Interest Rate from the date of payment to the date of repayment

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

)
)
)
)

.....
Authorised signatory

EXECUTED AS A DEED BY
UNITED UTILITIES PROPERTY
SERVICES LIMITED acting by:

)
)
)

.....
Director

.....
Director/Secretary