

DATED

1st August

2019

LANCASHIRE COUNTY COUNCIL

- and -

RIBBLE VALLEY BOROUGH COUNCIL

- and -

DAVID JAMES STONES and SIOBHAIN JAYNE STONES

**SECTION 106 AGREEMENT**

**TOWN AND COUNTRY PLANNING ACT 1990**

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RELATING TO LAND KNOWN AS  
LAND AT PIMLICO LINK ROAD, CLITHEROE

THIS AGREEMENT AND DEED is made the 1st day of August 2019

**BETWEEN**

1. **LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter called "the **County Council**")  
and
2. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the **Council**")  
and
3. **DAVID JAMES STONES and SIOBHAIN JAYNE STONES** of 28 Pimlico Village, Clitheroe, BB7 4PZ (the "**Owner**")

**WHEREAS**

- (1) The Owner is the freehold owner of land at Pimlico Link Road Clitheroe the title of which land is registered at HM Land Registry under title number LAN134537 which land is shown edged red on the Plan attached hereto ("the **Property**")
- (2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Property is situated and by whom the obligations contain in this Deed are enforceable
- (3) The County Council is the County Planning Authority for the area in which the Property is situated by whom the obligations in Schedule 3 are enforceable
- (4) The County Council is the County Planning Authority and Education Authority for the area within which the Property is situated by whom the obligations contained in Schedule 3 are enforceable
- 5) The Owner on the 21 November 2018 applied to the Council for outline planning permission for the erection of 19 residential dwellings with associated access to the Property as detailed in the plans and particulars deposited with Council under reference 3/2018/1037.

- (6) The Council resolved on the 11 April 2019 that the application be approved by it under the Act of 1990 (as amended) subject to the Owner entering into this Planning Obligation Deed in accordance with Section 106 of the Town and Country Planning Act 1990 ("the **1990 Act**")

**NOW THIS DEED WITNESSETH** as follows:

**1. DEFINITIONS**

In this Deed unless the context otherwise requires:

**Affordable Housing**

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

**Affordable Housing Provider**

"Affordable Housing Provider" means a registered provider of social housing either

- (a) as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Acts) and registered with Homes England or any company or other body approved by Homes England for receipt of social housing grant; or
- (b) such other body approved by the Council to own and/or let the Affordable Housing

**Affordable Housing Scheme**

"Affordable Housing Scheme" means the scheme for the provision of the Affordable Housing Units in accordance with the terms of this agreement and shall include details, in the form of an accommodation schedule and annotated site plan as follows:

- (i) The numbers, type, tenure and location of the Affordable Housing which shall consist of not less than 30% of the Dwellings across the site and shall include 50% of the Over 55s Accommodation
- (ii) The timing of the construction of the Affordable Housing and its phasing in relation to the Occupancy of the Market Dwellings and the provision of Affordable Housing; and

- (iii) The arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing.

#### **Affordable Rent**

"Affordable Rent" means such rent (inclusive of service charges where applicable) as is set by the Affordable Housing Provider in line with such standard recommendations and guidelines as may from time to time be published by the Regulator in relation to affordable costs being at the date hereof an initial maximum rental level of a maximum of the Local Housing Allowance rate calculated by the Department of Work and Pensions.

#### **Affordable Rented Housing**

"Affordable Rented Housing" means the Residential Unit constructed pursuant to the Planning Permission and transferred to a Affordable Housing Provider for allocation as affordable rented housing where the lettings shall be made under a form of tenancy prescribed by Homes England and at 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). The Affordable Rented Housing shall comprise not more than 30% of the Affordable Housing Units.

#### **Affordable Housing Units**

"Affordable Housing Units" means those Dwellings which are to be provided as Affordable Housing on the Site of which 50% shall constitute "Affordable Ownership Housing" and 50% shall constitute Affordable Rented Housing and "Affordable Housing Unit" shall be construed accordingly.

#### **Affordable Ownership Housing**

"Affordable Ownership Housing" means shared ownership housing where an occupier may acquire an interest in an Affordable Housing Unit up to a minimum of 25% of OMV and can staircase up to 100% ownership of the Open Market Value of the Dwelling

### **Application**

"Application" means the application for Planning Permission submitted to the Council reference number 3/2018/1037 for residential development including residential use and associated amenities on the Property.

### **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, all of which shall be designed to meet national space standards. All internal and external arrangements of the unit of accommodation / dwelling shall also accord with specifications and requirements of category 2 housing as defined in M4(2) of Approved Document M (volume 1 2015) of The Building regulations 2010 (or any subsequent revisions). For the avoidance of doubt the ground floor accommodation shall possess the ability to be habitable without necessitating the need for access to upper floor accommodation by the user.

### **Bungalow (Over 55 Occupation only)**

A unit of accommodation/dwelling that shall not be occupied by a person under the age of 55 years except that in circumstances of a married couple or civil partnership at least one person in the married couple or civil partnership is not less than 55 years of age.

The unit of accommodation/dwelling shall provide a principle bedroom and bathroom at ground floor, in addition to and without compromising kitchen/dining and living room provision, all of which shall be designed to meet national space standards. The internal and external arrangements of the unit of accommodation shall accord with the specifications and requirements of category 2 housing as defined in M4(2) of Approved Document M (volume 1 2015) of The Building regulations 2010 (or any subsequent revisions).

For the avoidance of doubt the ground floor accommodation shall possess the ability to be habitable without necessitating the need for access to upper floor accommodation by the user.

### **BCIS All-in Tender Price Index**

“BCIS All-in Tender Price Index” means the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same) for the quarter in which the contribution (or any part of it) is paid.

### **Commencement of Development**

“Commencement of Development” means the carrying out as part of the Development of a material operation (within the meaning ascribed in Section 56 of the Act) other than an operation in connection with:

- (a) site clearance;
- (b) demolition;
- (c) archaeological investigation;
- (d) advanced habitat creation;
- (e) investigation for the purposes of assessing contamination and minor or temporary general maintenance works or works of repair;
- (f) remedial action in respect of contamination;
- (g) diversion and provision of services and drainage;
- (h) the erection of means of enclosure for the purpose of site security and/or the display of advertisements;
- (i) tree works;
- (j) construction of temporary access.

### **Contractual Commitment**

“Contractual Commitment” means a legally binding obligation under which the Council or County Council (as the case may be) is or will at some future date be obliged to expend money from a Commuted Sum.

### **Contribution**

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

### **Development**

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

### **Discount Sale Unit**

“Discount Sale Unit” means a dwelling sold at a maximum sale price of 70% of Open Market Value to persons in Priority Order that meet the local connection and are in affordable housing need

### **Discount Sale Unit Maximum Value**

“Discount Sale Unit Maximum Value” means the maximum value after discount has been applied to a Discount Sale Unit calculated in accordance with the following formula.

Average weekly full time income in the Borough (A) X 1.5 for weekly household income X 52 for the annual income X 4 for which is the standard mortgage calculation

$A \times 1.5 \times 52 \times 4 =$  maximum house value of Discount Sale Unit

### **Dispose**

“Dispose” means in relation to the transfer of an interest in property the transfer of a freehold interest or of a Leasehold interest of 99 years or more.

### **Dwelling**

“Dwelling” means a dwelling (including a house, bungalow, flat or maisonette) which is to be constructed as part of the Development pursuant to the Planning Permission.

### **Education Acts**

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

### **Education Indexation**

Indexation will be applied using the formula below

$$\text{Education Contribution} \times \frac{\text{BCIS All in Tender Price Index for the period immediately prior to the date of payment under the S106 agreement}}{\text{BCIS All in Tender Price Index for the period last published before the date of agreement}}$$

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

### **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.

### **Implementation**

"Implementation" means the carrying out of any of the material operations listed in Section 56 of the 1990 Act pursuant to the Planning Permission provided that for the purposes of determining whether or not the material operation has been carried out there shall be disregarded property surveys and investigations and tests (including drilling bore holes, digging trial pits and taking soil samples) environmental assessments and similar studies (including geological, archaeological and ecological surveys and landscape assessments). Site investigations preparatory works including ground, modelling and contamination remediation works and "implement" and "implemented" shall be construed accordingly.

### **Local Housing Allowance**

"Local Housing Allowance" means the maximum housing benefit amount that can be paid and maximum rent that can be charged. The Local Housing Allowance is set by the Department of Work and Pensions for the East Lancashire area

### **Market Dwelling**

"Market Dwelling" means those Dwellings which comprise general market housing for sale on the open market and which are not Affordable Housing.

### **Market Rent**

"Market Rent" means the estimated amount for which a Dwelling should lease (let) on the open market on the date of valuation between a willing lessor and a willing lessee, in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion and assuming that any restrictions imposed on the Dwelling by reason of this Deed are disregarded on appropriate lease terms.

### **Mortgagee**

"Mortgagee" means any mortgagee or charge of the Affordable Housing Provider or any administrator, fixed charge receiver (including an administrative receiver appointed pursuant to the Law of Property Act 1925) administrative receiver or any other person appointed under any security documentation to enable such mortgagee to realise its security or their successors in title or persons deriving title therefrom exercising a power of sale in respect of the Affordable Housing Units.

#### **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" (March 2012) or any replacement or modification thereof in force from time to time.

#### **Occupation**

"Occupation" shall have the same meaning as defined in the Local Government Finance Act 1988 but for the avoidance of doubt shall not include occupation for the purposes of works carried out prior to or during construction, fitting out, commissioning, advertising, marketing, security or management of land for parking.

#### **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 Leisure Contribution**

"Off Site Leisure Contribution" means the sum calculated at reserved matters payable for Off Site Leisure facilities in Clitheroe calculated by reference to the number of bedrooms of a Dwelling

#### **Open Market Value**

"Open Market Value" means the estimated amount for which a Dwelling should sell on the open market for cash consideration on the date of valuation assuming:

- a willing buyer and a willing seller in an arm's length transaction
- that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Dwelling and the state of the market) for the proper marketing of the Dwelling for the agreement of price and terms and for the completion of the same;
- that the state of the market level of values and other circumstances were on any other earlier assumed date of exchange of contracts the same as on the date of valuation;
- that no account is taken of any additional bid by a purchaser with a special interest; and
- that each party had acted knowledgeably prudently and without compulsion

#### **Over 55 Accommodation**

For the purposes of this agreement the definition of over 55's Housing provision is as follows:

A unit of accommodation/dwelling that shall not be occupied by a person under the age of 55 years except that in circumstances of a married couple or civil partnership at least one person in the married couple or civil partnership is not less than 55 years of age.

The internal arrangements of the unit of accommodation/dwelling shall accord with the specifications and requirements of category 2 housing as defined in M4(2) of Approved Document M (volume 1 2015) of The Building regulations 2010 (or any subsequent revisions).

**"Over 55's Housing Scheme"** means the scheme for the provision of Over 55's Housing in a Parcel which shall include details, in the form of an accommodation schedule and annotated site plan, in relation to that Parcel of:

- (i) The numbers, type, mix, tenure and location of the Over 55's Housing which shall consist of not less than 15% of the Dwellings within that parcel/across the site and shall (across the Site) include 50% affordable housing provision;
- (ii) The timing of the construction of the Over 55's Housing and its phasing in relation to the occupancy of the Market Dwellings and the provision of Over 55's Housing on other Parcels; and
- (iii) The arrangements to ensure that such housing provision remains solely for occupation by persons aged 55 years or over except that in circumstances of a married couple or civil partnership at least one person in the married couple or civil partnership is not less than 55 years of age.

## **Plan**

“Plan” means the Property location plan annexed hereto.

## **Planning Permission**

“Planning Permission” means the Planning Permission to be granted pursuant to the Application, a draft of which is set out in Schedule 7.

## **Practical Completion**

“Practical Completion” means the issue of a certificate of practical completion by the Owner’s architect or in the event that the Development is constructed by a party other than the Owners the issue of a certificate of practical completion by that other party’s architect and “Practically Completed” shall be construed accordingly.

## **Primary Cost Per Place**

“Primary Cost Per Place” means  $\text{£}12,257 \times 0.97 \times (324/240) = \text{£}16,050.54$

## **Primary Education Contribution**

Primary Education Contribution means the sum equating to the number of Primary Pupil Places Required x Primary Cost Per Place to be paid to the County Council in accordance with the terms of this Deed for the provision of additional primary school places at Clitheroe Pendle Primary School. or any subsequent name or designation by which these schools are known;

## **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 a household is a person who is in housing need and who
  - i. have lived in the Borough of Ribble Valley for at least 5 years of the last 10 years
  - ii. currently live within the Borough of Ribble Valley and have done so for at least the past 12 months (proof of residence for the relevant period must be provided in the form of the electoral roll or (if such persons are not on

the electoral roll) utility and council tax bills);

- iii. used to live in the Borough of Ribble Valley for not less than three years but was forced to move away because of the lack of Affordable Housing;
- iv. currently work in the Borough of Ribble Valley and have done so for at least the past 12 months for more than 18 hours per week;
- v. currently has a close family member (mother, father, brother, sister, son, daughter) living in the Borough of Ribble Valley and who have done so for not less than three years.
- vi. is the wife, husband or civil partner (as defined in the Civil Partnership Act 2004) or is the resident dependent (such as a child) of such a person specified in (i) to (vi) above.

#### **Pupil Places Required**

“Pupil Places Required” means the number of primary or secondary Pupils Expected to be Resident in the Development less any Spare Places expected to be available to cater for the Development;

#### **Pupils Expected to be Resident**

“Pupils Expected to be Resident” means the sum of the number of Dwellings less Elderly Person Units with a given number of bedrooms x corresponding Pupil Yield Figure for primary or secondary education (rounded to the nearest whole number);

“Pupil Yield Figure” means

	Total Number of Bedrooms in Dwelling – Pupil Yield per Dwelling				
	One	Two	Three	Four	Five
<i>Primary</i>	0.01	0.07	0.16	0.38	0.44
<i>Secondary</i>	0	0.03	0.09	0.15	0.23

#### **Reserved Matters Consent**

“Reserved Matters Consent(s)” means any reserved matters approval granted pursuant to the Planning Permission and in relation to any part of the Site which permits residential development and specifies the number of Dwellings and number of bedrooms permitted on that part of the Site;

#### **Secondary Cost Per Place**

"Secondary Cost Per Place" means  $\text{£}18,469 \times 0.97 \times (324/240) = \text{£}24,185.16$

### **Secondary Education Contribution**

Secondary Education Contribution means the sum equating to the number of secondary Pupil Places Required x Secondary Cost Per Place to be paid to the County Council in accordance with the terms of this Deed for the provision of additional secondary school places at Bowland Academy or any subsequent name or designation by which it is known;

### **Spare Places**

"Spare Places" means the number of primary or secondary places expected to be available to meet the needs of the Development calculated in accordance with the principles set out in Schedule 5 hereto;

### **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

## **2. Enforceability**

2.1 This Deed is a planning obligation with the intent to bind the Property and the Owners and successors in title to observe and perform the covenants herein

2.2 The obligations of this Deed are conditional on the grant of the Planning Permission and the Commencement of the Development by the Implementation of the relevant part of the Development pursuant to the Planning Permission

2.3 No persons shall be liable for a breach of covenant contained in this Deed after he shall have parted with his interest in the Property or the part in respect of which any liability has arisen which is the subject of a breach but without prejudice to liability for any existing breach of covenant prior to parting with such interest. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Property in any transfer of the Property will constitute an interest for the purposes of this clause 2.3.

2.4 This Deed shall not be binding or enforceable against any mortgagee or chargee exercising a power of sale but shall be binding on a purchaser from a mortgage in possession and for the avoidance of doubt, any legal charge taken over the Property in the future shall take effect subject to this deed PROVIDED THAT any new mortgagee shall have no liability under this deed unless it becomes a mortgagee in possession in which case it too will be bound by the planning obligations in this Deed as if it were a person deriving title from the Owner

2.5 The provisions of this Deed are not intended to be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor or authority to the Council or the County Council or successors in the title to the Owners) pursuant to the Contract (Rights of Third Parties) Act 1999

2.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a Planning Permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

### **3 Expiry Modification Variation or Amendments of Planning Permission**

3.1 If the Planning Permission shall expire before Implementation of Development or shall at any time be revoked this Deed shall forthwith determine and cease to have effect

3.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property 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 paragraphs 1 and 2 of Schedule 1 and Schedule 2

7.2 The Owners hereby covenant with the County Council to perform the obligations as specified in Schedule 1 and Schedule 3

7.3 The Council covenants with the Owners in the terms set out in Schedule 4

7.4 The County Council covenants with the Owners in the terms set out in Schedule 6

## **8 Miscellaneous**

8.1 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 Property.

8.2 Nothing in this Deed is intended to restrict the exercise by the Council or County Council of any of their powers, statutory rights, discretions and responsibilities

8.3 If any provision in this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

8.4 This Deed is a Deed and is enforceable by the Council and the County Council in relation to the obligations respectively entered into with each of them.

8.5 The Council and the County Council will upon written request of the Owners at any time after the obligations of the Owners under this Deed have been fulfilled (and subject to the payment of the Council and County Council's reasonable and proper costs and charges) issue written confirmation thereof

8.6 Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in anyway arising out or connected with this Deed shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or in default of the parties' agreement the arbitrator shall be nominated by the President for the time being of the Royal Institute of Chartered Surveyors as the case may be and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or enactment for the time being in force

8.7 The Owners shall pay the Council's legal fees incurred in relation to this Deed the sum of £396.80 (three hundred and ninety six pounds eighty pence) and the County Council's legal fees of £350 (three hundred and fifty pounds).

8.8 Any Contribution under this Deed shall be subject to Education Indexation.

8.9 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.

## 9 Affordable Housing Mortgagee Protection

9.1 In respect only of the Affordable Housing provided pursuant to this Deed nothing contained within this Deed shall bind any Mortgagee exercising a power of sale in respect of the Affordable Housing Units provided that:

- a.) It shall have given not less than two (2) months' prior written notice to the Council of its intention to exercise such power of sale;
- b.) If the Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing the Mortgagee shall cooperate with such arrangements and use reasonable endeavours to secure such transfer PROVIDED THAT such Mortgagee shall not be under any obligation to dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage; and
- c.) If the Council or any other person cannot complete a transfer of the Affordable Housing Units within two (2) months of the date of service of its response under paragraph 9.1(b) above then provided that the Mortgagee shall have complied with its obligations under paragraph 9.1(a) above the Mortgagee shall be entitled to dispose free of the restrictions set out in Paragraph 1 of Schedule 2 for that sale only future sales revert to all affordable housing restrictions

PROVIDED THAT at all times the rights and obligations in this paragraph shall not require the Mortgagee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Mortgagee in respect of any monies outstanding under the charge or mortgage.

9.2 The provisions of this Deed shall:

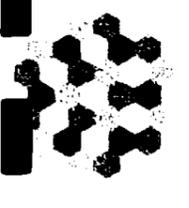
- a.) cease to apply to any completed Affordable Housing Units where an Affordable

Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under s.180 of the Housing and Regeneration Act 2008 or substitute right applicable;

- b.) cease to apply any completed Affordable Housing Units where an Affordable Housing Provider sells to a Tenant through Social Homebuy funded pursuant to Section 19(3) of Housing and Regeneration Act 2008 or any amendment or replacement thereof.

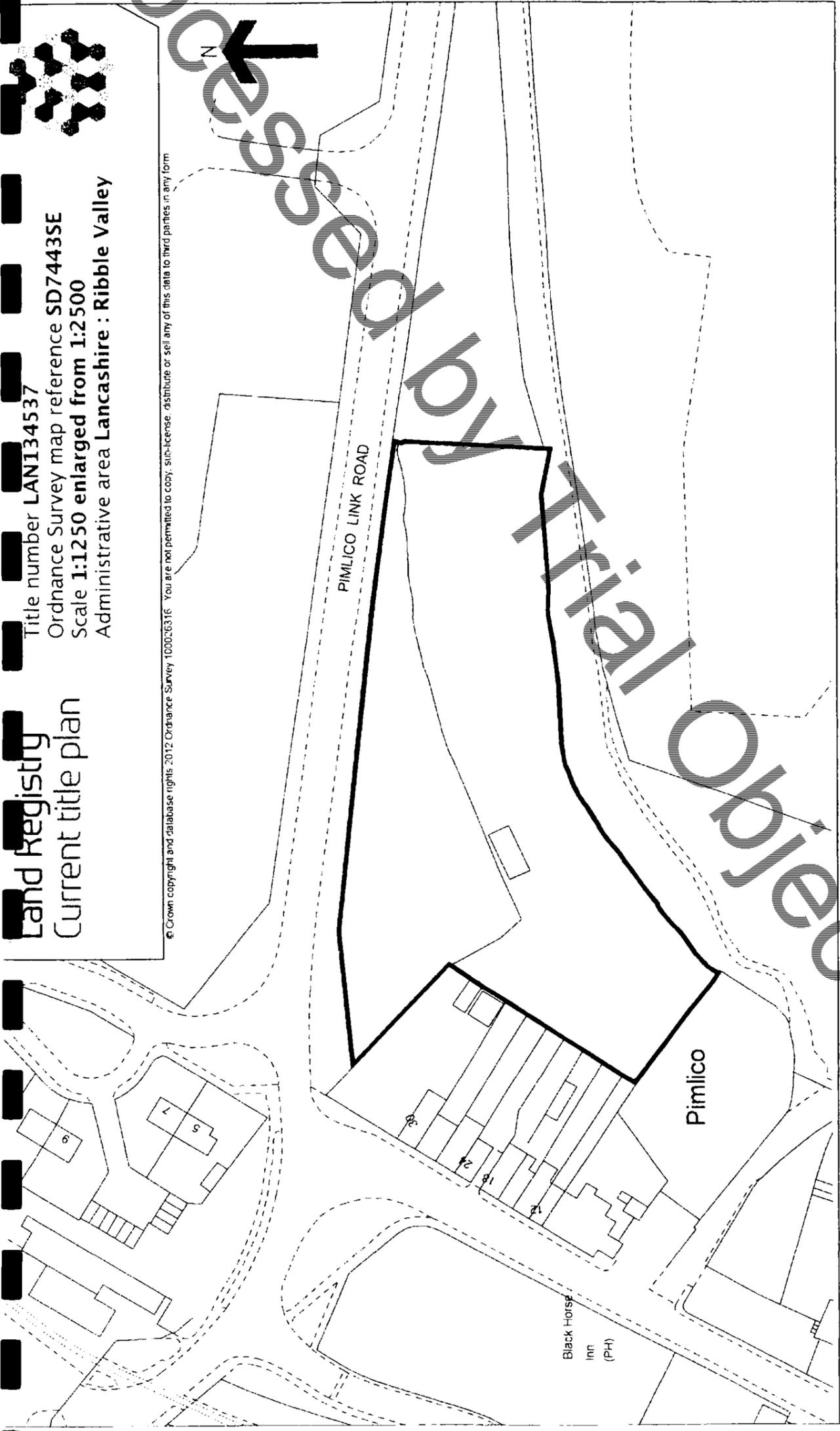
Processed by Trial Objective Research

**Land Registry**  
Current title plan



Title number LAN134537  
Ordnance Survey map reference SD7443SE  
Scale 1:1250 enlarged from 1:2500  
Administrative area Lancashire : Ribbles Valley

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This is a copy of the title plan on 10 JAN 2013 at 13:01:13. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the title plan. An official copy of the title plan is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy, the Land Registry web site explains how to do this.

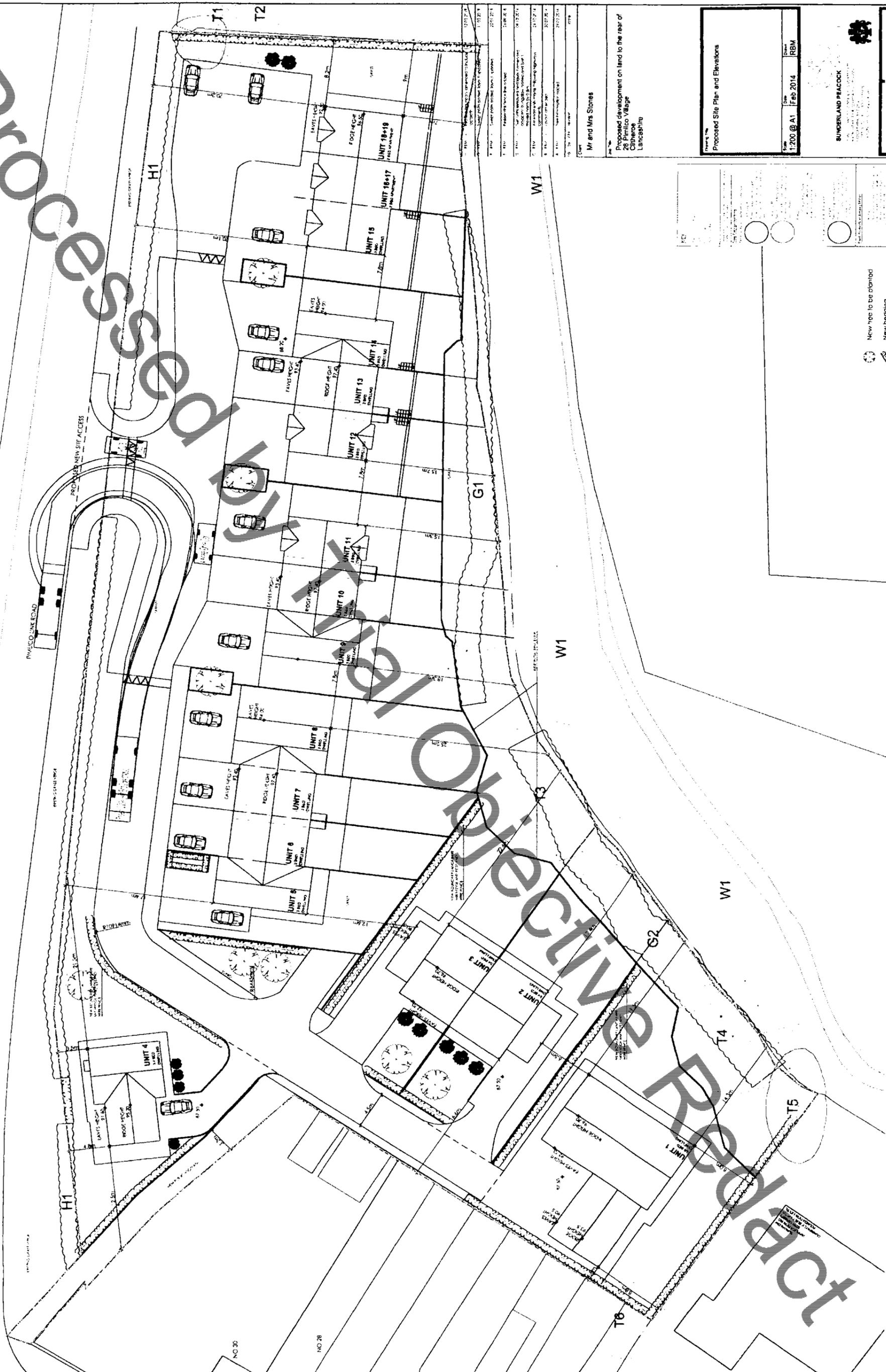
The Land Registry endeavours to maintain high quality and scale accuracy of title plan images. The quality and accuracy of any print will depend on your printer, your computer and its print settings. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title plans and boundaries.

This title is dealt with by Land Registry, Fyde Office.

Proposed

Project

Residential



1. 1:100	Scale from existing plan	1:100
2. 1:100	Scale from existing plan	1:100
3. 1:100	Scale from existing plan	1:100
4. 1:100	Scale from existing plan	1:100
5. 1:100	Scale from existing plan	1:100
6. 1:100	Scale from existing plan	1:100
7. 1:100	Scale from existing plan	1:100
8. 1:100	Scale from existing plan	1:100
9. 1:100	Scale from existing plan	1:100
10. 1:100	Scale from existing plan	1:100

Client: Mr and Mrs Stones  
 Proposed development on land to the rear of  
 28, Pimlico Village  
 Clitheroe  
 Lancashire

Proposed Site Plan and Elevations  
 Scale: 1:200 @ A1  
 Date: Feb 2014  
 RBM

BUMBERLAND PEACOCK  
 4347-04 H

- New tree to be planted
- New hedging
- Existing hedging

PROPOSED SITE PLAN

**SCHEDULE 1**  
**Owners' obligations**

**1. Notice of Commencement**

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

**2. Notice of Occupations**

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

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

## SCHEDULE 2

### The Owners' Covenants with the Council

The Owners covenant with the Council in the following terms:-

#### 1. Affordable Housing

- 1.1. The Owners shall provide an Affordable Housing Scheme and Over 55s Housing Scheme as part of the Development in accordance with the provisions of this Schedule 2.
- 1.2. The Affordable Housing Scheme referred to in this agreement provides for 30% of the Dwellings to be constructed within the Development as Affordable Housing Units of which 50% of the Affordable Housing Units shall be Affordable Rented Housing and 50% of the Affordable Housing Units shall be Affordable Home Ownership. The Over 55 Accommodation shall be at least 7.5% of the total number of Affordable Housing Units To meet the identified need for Over 55 Accommodation as part of the Affordable Housing Units of the Development Units 7.5% shall be provided as Over 55's Market Dwellings
- 1.3 No more than 50% (fifty per cent) of the Market Dwellings within the Development shall be Occupied before the Owners have offered the Affordable Housing Units within Development to an Affordable Housing Provider in accordance with the approved Affordable Housing Scheme and the terms of this Deed
- 1.4.1 From the date the Affordable Housing Units within the Development are first offered to an Affordable Housing Provider pursuant to paragraph 1.6 of this Schedule 2 (above) the Owner shall use reasonable endeavours in seeking to transfer the relevant Affordable Housing Units to the Affordable Housing Provider in accordance with the terms of this Deed PROVIDED THAT for the avoidance of doubt there shall be no obligation on the Owners 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 1.9
- 1.4.2 No more than 75% (seventy five per cent) of the Market Dwellings within the Development shall be Occupied before 100% (one hundred per cent) of the Affordable Housing Units within the Phase of Residential Development have been Practically Completed in accordance with the approved Affordable Housing Scheme for that Phase of Residential Development, subject to such variations as may be agreed

between the Council and the Owners from time to time

1.5 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 in accordance with the Priority Order unless otherwise agreed in writing with the Council save that this obligation shall not be binding upon:

1.5.1 any Chargee;

1.5.2 any mortgagee of an individual Affordable Housing Unit exercising its power of sale in respect of any such Affordable Housing Unit and any purchaser of an Affordable Housing Unit or any person deriving title from such a person or any successor in title thereto and their respective mortgagees and chargees from such mortgagee PROVIDED THAT:

1.5.2.1 any such mortgagee shall prior to seeking to dispose of the Affordable Housing Unit pursuant to any default under the terms of its mortgage or charge shall give not less than 2 months' prior notice to the Council of its intention to dispose and:

1.5.2.2 in the event that the Council responds within 1 month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit can be made in such a way as to safeguard them as Affordable Housing whilst redeeming the outstanding sum of the mortgage plus the mortgagee's costs then the Mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer

1.5.2.3 if the Council does not serve its response to the notice served under paragraph 1.11.2.1 within the 1 month then the Mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph 1.11 of this Schedule 2

1.5.2.4 if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 1.11.2.2 secure such transfer then provided that the mortgagee shall have complied with its obligations under paragraph 1.11.2.1 the mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph 1.11 of this Schedule 2

BUT FURTHER PROVIDED THAT at all times the rights and obligations of the mortgagee in this 1.11 shall not require the mortgagee to act contrary to its duties under the charge or mortgage nor oblige the mortgagee to dispose of an Affordable Housing Unit at a sum which is insufficient to redeem the outstanding sum of the mortgage plus costs.

1.5.3 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

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

1.5.4.1 any statutory provisions now or hereafter in force; or

1.5.4.2 the Homes England; or

1.5.4.3 a court order

1.6 The Owners shall ensure that any transfer of an Affordable Housing Unit to an Affordable Housing Provider shall contain the following provisions:

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

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

1.6.3 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

1.7 In the event that:

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

1.7.2 no sale of some or all of the Affordable Housing Units within the Development has been effected within six months from either the Commencement of Development of the Development or the date the Affordable Housing Units were offered to the

Affordable Housing Provider in accordance with paragraph 1.6 of this Schedule 2 (whichever is the later)

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

1.8 Where this paragraph 1.12 applies then:

1.8.1 the Owner may at any time serve notice upon the Council stating that this paragraph 1.14 applies and providing evidence as to why despite complying with paragraph 1.7 of this Schedule 2 the Owner has been unable to transfer the Affordable Housing Units to the Affordable Housing Provider, together with evidence from the Affordable Housing Provider that they are not willing to so purchase the Affordable Housing Units (if such evidence is available);

1.8.2 upon receipt of the Owner's written notice served pursuant to sub-paragraph 1.15.1 above the Council shall consider the evidence and confirm in writing within 10 Working Days of the date of receipt whether or not it agrees that despite complying with paragraph 1.7 of this Schedule 2 the 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

1.9 In the event that the Council confirms in writing pursuant to sub-paragraph 1.14.2 that it disagrees that that despite complying with paragraph 1.7 of this Schedule 2 the Owners have been unable to transfer the Affordable Housing Units to the Affordable Housing Provider then the Owners may

1.9.1 make a further offer to transfer the relevant Affordable Housing Units to the Affordable Housing Provider or another Affordable Housing Provider in accordance with paragraphs 1.6 and 1.7 of the Schedule 2 (in which case the Owners shall be entitled to invoke the procedure set out in this paragraph 1.14 in the event that some or all of the Affordable Housing Units have still not been transferred to an Affordable Housing Provider at the end of a further period of 20 Working Days beginning with the date of the making of such an offer); or

1.9.2 submit further evidence and submissions to the Council in order to address the Council's reasons for disagreement (in which case sub-paragraphs 1.12.1 to 1.12.4 of this Schedule 2 shall apply mutatis mutandis to the Council's consideration of such evidence and submission; or

1.9.3 refer any dispute or disagreement for independent determination in accordance with Clause 8.6 of this Deed.

1.4 In the event that the Council or an Expert (as defined in Clause 8.6 of this Deed) confirms pursuant to this paragraph 1.16 of this Schedule 2 or Clause 8.6 (as the context requires) 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 then the 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 [70%] (seventy per cent) of Open Market Value and shall be subject to Priority Order in perpetuity and at a price not greater than the Discount Sale Unit Maximum Value

2. **Off Site Leisure Contribution**

To pay to the Council the Off Site Leisure Contribution which is at a rate of £216.90 cost per person calculated at reserved matters as follows:

1 bed unit – 1.3 people

2 bed unit – 1.8 people

3 bed unit – 2.5 people

4 bed unit – 3.1 people

5 bed unit – 3.5 people

Not to Occupy or permit or allow Occupation of the 10<sup>th</sup> Dwelling until the Off Site Leisure Contribution has been paid to the Council

### SCHEDULE 3

#### The Owner's covenants to the County Council

The Owner hereby covenants with the County Council as follows:

Within 20 working days following the grant of a Reserved Matters Consent to notify the County Council's School Planning Team that a Reserved Matters Consent has been granted and request that the County Council calculates the Primary Education Contribution and the Secondary Education Contribution relating to the said Reserved Matters Consent in accordance with this Deed.

#### Part 1 - Education Contribution Triggers

- 1.1 Not to occupy nor permit the occupation of the 5<sup>th</sup> Dwelling until 50% of the Primary Education Contribution and the Secondary Education Contribution has been paid to the County Council.
- 1.2 Not to occupy nor permit the occupation of the 14<sup>th</sup> Dwelling until a further 50% of the Primary Education Contribution and the Secondary Education Contribution has been paid to the County Council.

**PROVIDED THAT** the County Council shall not use the Primary Education Contribution and the Secondary Education Contribution other than for the provision of additional primary school places at the secondary school places at the schools named within this agreement

#### Notification

- 2.1 To notify the County Council 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.

#### Calculation of the Education Contributions

The calculation of the Primary Education Contribution and the Secondary Education Contribution generally and of Spare Places shall be undertaken in the same manner as demonstrated in the County Council's Education Contribution Methodology – May 2016(April 2019 Revision).

The County Council's pupil projections that are current at the time of the calculation shall be used.

For the avoidance of doubt, if the County Council's re-calculations show that the number of Spare Places in primary or secondary schools has increased then there may be a reduction in the payment due in accordance with the re-calculated shortfall. If, however the re-calculated number of Spare Places is expected to exceed the calculated pupil yield from this development as per this Schedule, then no Primary Education Contribution or Secondary Education Contribution (as the case may be) shall be payable.

## SCHEDULE 4 Covenants by the Council

### 1. Contributions

- 1.1 To pay any Contributions received into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
- 1.2 Not to use any part of the Contribution other than for the purposes for which it was paid (whether by the Council or another party).
- 1.3 In the event that the Contributions have not been spent or committed for expenditure by the Council within 10 years following the date of receipt of the Contributions in whole or any installments the Council shall refund to the Owners any part of the Contributions which has not been spent or committed for expenditure, together with any accrued interest.

SCHEDULE 5

COUNTY COUNCIL'S EDUCATION CONTRIBUTION METHODOLOGY

Processed by Trial Objective Research

Proposed  
Ribble Valley  
Council  
Planning  
Application  
No. 3/2018/1037

# Education Contribution Assessment

**Land off Pimlico Link Road - 3/2018/1037**

*Ribble Valley Borough Council*

26<sup>th</sup> November 2018

[www.lancashire.gov.uk](http://www.lancashire.gov.uk)

**Lancashire**

County  
Council



**Education Assessment 26<sup>th</sup> November 2018**

Lancashire County Council is responsible for the provision of school places across the 12 county districts. The county has been facing significant increases in the birth rate at the same time as capital funding from the Department for Education has been significantly reduced.

In accordance with Lancashire County Council's 'Strategy for the Provision of School Places and Schools' Capital Investment', the following will apply:

Where the growth in pupil numbers is directly linked to housing development and existing school places are not sufficient to accommodate the potential additional pupils that the development may yield, Lancashire County Council would seek to secure developer contributions towards additional school places. Only by securing such contributions (which, depending upon the scale of development, may also include a contribution of a school site), can Lancashire County Council mitigate against the impact upon the education infrastructure which the development may have.

This assessment shows the level of impact relevant to the following development:

**Land off Pimlico Link Road**

**Pupil Yield**

Through a detailed research project carried out during 2012 LCC have established a pupil yield to be applied for the bedroom mix within a development.

Using the Rightmove database (based on Land Registry information), a cross matching exercise was undertaken to match the first occupation of a house with the relevant School Census. The research enabled LCC to ascertain the likely impact of a dwelling with 1, 2, 3, 4, or 5+ bedrooms in terms of the child yield. This enabled LCC to project the pupil yield of new houses, based on the number of bedrooms per dwelling.

LCC will seek to apply these pupil yields to our assessment, however, if bedroom information has not been provided by the developer LCC will apply the 4 bedroom yield, to provide a medium to worst case scenario. Once bedroom information is available the impact of this development will be reassessed using the yield information provided in the 'Development details' section below.

**Local primary schools within 2 miles of development**

When assessing the need for an education contribution from this development Lancashire County Council considers primary school provision within a 2 mile radius of the proposed site. Details of the schools relevant to this site are provided below:

School Name	Latest Number on Roll *	Future Planned Net Capacity (Jan 2023) **	Projected Pupils by Jan 2023 ***
Clitheroe Pendle Primary School	347	321	375
Clitheroe Brookside Primary School	187	210	211
Waddington And West Bradford Church Of England Voluntary Aided Primary School	155	189	144
St Michael And St John's Roman Catholic Primary School Clitheroe	179	210	180
St James' Church Of England Primary School Clitheroe	296	300	303
Clitheroe Edisford Primary School	222	210	231
Chatburn Church Of England Primary School	114	112	118
Grindleton Church Of England Voluntary Aided Primary School	42	56	54
<b>Total</b>	<b>1542</b>	<b>1608</b>	<b>1616</b>

\* Latest Number on Roll (NOR) reflects the most up-to-date pupil numbers at the school. Assessments between 1<sup>st</sup> December and 31<sup>st</sup> March will use October NOR, assessments between 1<sup>st</sup> April and 31<sup>st</sup> July will use January NOR and assessments between 1<sup>st</sup> August and 30<sup>th</sup> November will use May NOR.

\*\* The net capacity figure is agreed via consultation with the schools, during September each year. The future net capacity includes any agreed capacity changes, which LCC have been informed about.

\*\*\* Based on the latest projections at the time of the assessment. Please note that the figures provided are based upon current circumstances and this position is subject to change in response to a number of factors that can affect parental preference. The figures take into account the latest available birth information, evidence of migration and also the projected pupil place demand in 5 years.

Projected places in 5 years:-8

Additional information which may provide context to the figures above has been included in the table below. This table provides year by year pupil projections for the schools affected by the development.

JAN 2019	JAN 2020	JAN 2021	JAN 2022	JAN 2023
1510	1479	1463	1428	1472

The figures above show the forecast number on roll before housing and migration is applied. Using the appropriate district's 5 year Housing Land Supply documents (or equivalent) and migration figures in 5 years' time we forecast there will be **1616** pupils in these schools.

**Development details**

Number of bedrooms	Yield applied per dwelling	Number of dwellings	Primary yield for this development
1	0.01		
2	0.07		
3	0.16		
4	0.38	19	7.22
5	0.44		
<b>Totals</b>		<b>19</b>	<b>(7.2) 7 Places</b>

**Education requirement**

Latest projections for the local primary schools show there to be a shortfall of 8 places in 5 years' time. These projections take into account the current numbers of pupils in the schools, the expected take up of pupils in future years based on the local births, the expected levels of inward and outward migration based upon what is already occurring in the schools and the housing development within the local 5 year Housing Land Supply document (or equivalent), which already have planning permission.

With an expected yield of 7 places from this development the shortfall would increase to 15.

Therefore, we would be seeking a contribution from the developer in respect of the full pupil yield **of this development**, i.e. 7 places.

### Local Secondary schools within 3 miles of the development

When assessing the need for an education contribution from this development Lancashire County Council considers secondary school provision within a 3 mile radius of the proposed site. Details of the schools relevant to this site are provided below.

School Name	Latest Number on Roll *	Future Planned Net Capacity (Jan 2023) **	Projected Pupils by Jan 2023 ***
Clitheroe Grammar Academy	654	599	816
Ribblesdale High School	1189	1395	1392
Bowland Academy	567	525	678
<b>Total</b>	<b>2410</b>	<b>2519</b>	<b>2886</b>

\* Latest Number on Roll (NOR) reflects the most up-to-date pupil numbers at the school. Assessments between 1<sup>st</sup> December and 31<sup>st</sup> March will use October NOR, assessments between 1<sup>st</sup> April and 31<sup>st</sup> July will use January NOR and assessments between 1<sup>st</sup> August and 30<sup>th</sup> November will use May NOR.

\*\* The net capacity figure is agreed via consultation with the schools, during September each year. The future net capacity includes any agreed capacity changes, which LCC have been informed about.

\*\*\* Based on the latest projections at the time of the assessment. Please note that the figures provided are based upon current circumstances and this position is subject to change in response to a number of factors that can affect parental preference. The figures take into account the latest available birth information, evidence of migration and planned housing development, to provide a 5 year projection.

Projected places in 5 years: -367

Additional information which may provide context to the figures above has been included in the table below. This table provides year by year pupil projections for the schools affected by the development.

JAN 2019	JAN 2020	JAN 2021	JAN 2022	JAN 2023
2517	2634	2719	2780	2754

The figures above show the forecast number on roll before housing and migration is applied. Using the appropriate districts 5 year Housing Land Supply documents (or equivalent) and migration figures in 5 years' time we forecast there will be **2886** pupils in these schools.

### Development details

Number of bedrooms	Yield applied per dwelling	Number of dwellings	Secondary yield for this development
1	0.00		
2	0.03		
3	0.09		
4	0.15	19	2.85
5	0.23		
<b>Totals</b>		<b>19</b>	<b>(2.9) 3 Places</b>

### Education Requirement

Latest projections for the local secondary schools show there to be a shortfall of 367 places in 5 years' time. These projections take into account the current numbers of pupils in the schools, the expected take up of pupils in future years based on the local births, the expected levels of inward and outward migration based upon what is already occurring in the schools and the housing development within the local 5 year Housing Land Supply document, which already have planning permission.

With an expected yield of 3 places from this development the shortfall would increase to 370.

Therefore, we would be seeking a contribution from the developer in respect of the full pupil yield **of this development**, i.e. 3 places.

### Summary and Final Calculations

The latest information available at this time was based upon the 2017 School Census and resulting projections.

Based upon the latest assessment, taking into account all approved applications, LCC will be seeking a contribution for 7 primary and 3 secondary school places.

Calculated at the current rates, this would result in a claim of:

Primary places:

$(£12,257 \times 0.97) \times \text{BCIS All-in Tender Price } (318 / 240) \text{ (Q1-2018/Q4-2008)}$

= £15,753.31 per place

$£15,753.31 \times 7 \text{ places} = \mathbf{£110,273.17}$

Secondary places:

$(£18,469 \times 0.97) \times \text{BCIS All-in Tender Price } (318 / 240) \text{ (Q1-2018/Q4-2008)}$

= £23,737.28 per place

$£23,737.28 \times 3 \text{ places} = \mathbf{£71,211.84}$

*This assessment represents the current position on 26<sup>th</sup> November 2018. LCC reserve the right to reassess the education requirements taking into account the latest information available.*

### Named Infrastructure Project

A specific infrastructure project where the secured education contribution will be spent to deliver additional school places will be provided at the point at which the application is considered for decision. The local planning authority will need to notify the School Planning Team that a school infrastructure project needs to be determined.

### Please Note

- LCC have assessed the viability of this development by assuming the 19 dwellings are all 4 bedroom houses. Should this not be the case a reassessment will be required once accurate bedroom information becomes available. This could result in a reduced pupil yield dependant on dwelling size.
- The cost per place used in this assessment is in line with the Education Methodology at the point of assessment. However, the cost per place to be used within the s106 agreement, if this is the district's chosen

**method of development mitigation of the impact on school places, will be that within the Education Methodology at the point of sealing.**

#### **Further Information**

If the education contribution assessment identifies the need for a contribution to be provided Lancashire County Council is, in effect, objecting to the application. A developer contribution will, in most cases, overcome the objection. If a developer does not agree to payment of the requested education contribution or the local planning authority does not pursue Lancashire County Council's request on its behalf, Lancashire County Council cannot guarantee that children yielded by the development will be able to access a school place within reasonable distance from their home, so the development could be considered to be unsustainable. Furthermore, if the planning application is approved without the required education contribution LCC would request that the local planning authority confirm how the shortfall of school places, resulting from the development, will be addressed. (Please see page 10 of the Education Contribution Methodology).

If you require any further information about the assessment process (including the current rates), in the first instance, please refer to LCC's Planning Obligations Education Methodology and supporting information at:  
<http://www.lancashire.gov.uk/council/planning/planning-obligations-for-developers.aspx>

## SCHEDULE 6

### Covenants by the County Council

1. To pay any Contributions received into a separately identified section of the County Council's combined accounts as soon as reasonably practicable.
2. The Contributions paid to the County Council shall be used solely for the purposes set out in this Deed and for no other purpose.
3. To pay the Owners such amount of any payment made by the Owners pursuant to this Deed to the County Council which has not been expended or committed for expenditure in accordance with the provisions of this Deed within 10 years of the date of receipt by the County Council of the final instalment of such payment together with any interest accrued at the Bank of England base rate for the period from the date of payment to the date of refund.
4. Should the Education Contribution not be spent on the project named within this Deed, the County Council will return the sum which has not been expended or committed for expenditure to the party who paid the Education Contribution. Furthermore, the County Council will ensure that sufficient local school places are provided to address the impact of the Development at no cost to the Owners.

SCHEDULE 7  
DRAFT PLANNING PERMISSION

Processed by Trial Objective Report

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:** 3/2018/1037

**DECISION DATE:** DecisionDate

**DATE RECEIVED:** 21/11/2018

**APPLICANT:**

Mr and Mrs Stones  
C/o Agent

**AGENT:**

Mr Paul Tunstall  
JWPC Ltd  
Unit 1B Waterview  
White Cross  
Lancaster  
LA1 4XS

**PARTICULARS OF DEVELOPMENT:**

Outline application for the erection of up to 19 open market dwellings with access off Pimlico Link Road.

**AT:** Land off Pimlico Link Road Clitheroe BB7 4PZ

**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 Timings and Commencement

1. Application(s) for approval of all of the outstanding reserved matters related to the consent hereby approved must be made not later than the expiration of three years beginning with the date of this permission and the development must be begun not later than whichever is the later of the following dates.

(a) The expiration of three years from the date of this permission; or

(b) The expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.

**REASON:** Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

**RIBBLE VALLEY BOROUGH COUNCIL  
OUTLINE PLANNING PERMISSION**

**APPLICATION NO: 3/2018/1037**

**DECISION DATE: 11 April 2019**

2 The consent hereby approved relates to the following drawings/submitted information:

Proposed Site Plan: 4347-04 Rev: H  
Location Plan: LAN134537 (Amended 13/3/19)  
Ecological Impact Assessment September 2018  
Tree Survey (Arboricultural Impact Appraisal)

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

3 No more than 19 dwellings shall be developed within the application site edged red on the submitted Proposed Site Plan: 4347-04 Rev: H

REASON: To define the scope of the consent and quantum of development hereby approved in the interests of the appropriate development of the site and in the interests of the visual amenities of the area.

4 Matters of Design

4. The submission of reserved matters relating to layout shall include the provision of and precise details of the 'new public footpath' as shown on drawing 4347-04 Rev: H and precise details as to how it will interface with existing footways within the vicinity.

The agreed footpath details shall be implemented in full and be made available for use prior to any of the dwellings hereby approved being first occupied.

REASON: To ensure that future occupiers of the development hereby approved have adequate walkable access to existing pedestrian routes within the vicinity and to ensure that the development encourages sustainable modes of movement and travel.

**RIBBLE VALLEY BOROUGH COUNCIL  
OUTLINE PLANNING PERMISSION**

**APPLICATION NO: 3/2018/1037**

**DECISION DATE: 11 April 2019**

- 5 The submission of reserved matters relating to layout shall be accompanied by elevational details including the alignment, height and appearance of all boundary treatments, fencing, walling, retaining wall structures and gates to be erected within the development.

For the avoidance of doubt the submitted details shall also include the precise nature and location for the provision of measures to maintain and enhance wildlife movement within and around the site by virtue of the inclusion of suitable sized gaps/corridors at ground level (including those within residential curtilages) to encourage terrestrial species movement.

The development shall be carried out in strict accordance with the approved details. The agreed wildlife corridors/gaps shall be retained in perpetuity and thereafter remain free from obstructions which would preclude their use by wildlife.

REASON: To ensure a satisfactory standard of appearance in the interests of protecting residential amenity, the visual amenities of the area and to minimise the potential impacts of the development upon protected and non-protected species through the inclusion of measures to retain and enhance habitat connectivity for species of importance or conservation concern.

- 6 The submission of reserved matters relating to layout shall be accompanied by a further detailed acoustic survey. For the avoidance of doubt the survey shall determine the internal noise levels within habitable rooms and at the boundaries of any residential dwellings and provide suggested adequate mitigation measures where necessary from adjacent/nearby sources of noise disturbance.

The agreed mitigation measures shall be implemented within the development prior to first occupation of any of the dwellings hereby approved.

REASON: In the interests of protecting the residential amenity of future occupiers from noise and disturbance from adjacent activities and sources of disturbance or noise.

- 7 Notwithstanding the submitted details, no development, including any site preparation, demolition, scrub/hedgerow clearance or tree works/removal shall commence or be undertaken on site until details of site/street lighting has been submitted and approved in writing by the Local Planning Authority.

For the avoidance of doubt the submitted details shall demonstrate that there will be no artificial illumination (above existing levels) of retained and created habitats such as boundary trees, bat roosts, bat foraging and commuting habitat, or ponds. The principles of relevant guidance should be followed (e.g. the Bat Conservation Trust and Institution of Lighting Engineers guidance Bats and Lighting in the UK, 2009). The development shall be carried out in strict accordance with the approved details.

Reason: In the interests of the biodiversity of the site and to minimise/mitigate the potential impacts resultant from the development

**RIBBLE VALLEY BOROUGH COUNCIL  
OUTLINE PLANNING PERMISSION**

**APPLICATION NO: 3/2018/1037**

**DECISION DATE: 11 April 2019**

8 Landscape and Ecology

8. Each submission of reserved matters in respect of appearance shall include details of the provisions to be made for building dependent species of conservation concern, artificial bird nesting boxes and artificial bat roosting sites within the development hereby approved.

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

9 Each submission of reserved matters in respect of landscaping shall include details as to how the 'habitat recommendations' (Ecological Impact Assessment - Simply Ecology Ltd Dated September 2018) will be implemented within the development.

For the avoidance of doubt the submitted details shall include the precise nature and location of all habitat enhancements including the timings/phasing's for their installation/implementation. The development shall be carried out in strict accordance with the approved details including the agreed timings/methodology for their installation/implementation.

REASON: In the interests of the biodiversity of the site and to minimise/mitigate the potential impacts resultant from the development

10 Notwithstanding the submitted details, no development, including any site preparation, demolition, scrub/hedgerow clearance or tree works/removal shall commence or be undertaken on site until the mitigation/enhancement proposals for bats and birds as contained within Ecological Impact Assessment (Simply Ecology Ltd Section 5.2) Dated September 2018, have been submitted to and agreed in writing by the Local Planning Authority.

The agreed mitigation measures shall be implemented in full prior to the commencement of any other development.

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

**RIBBLE VALLEY BOROUGH COUNCIL  
OUTLINE PLANNING PERMISSION**

**APPLICATION NO: 3/2018/1037**

**DECISION DATE: 11 April 2019**

11 No removal of vegetation including trees or hedges shall be undertaken within the nesting bird season (1st March - 31st August inclusive) unless a pre-clearance check on the day of removal, by a licenced ecologist, confirms the absence of nesting birds. A letter from the ecologist confirming the absence of nesting birds shall be submitted to the Council within one month of the pre-clearance check being undertaken.

Any removal of vegetation outside the nesting bird season shall be preceded by a pre-clearance check by a licensed ecologist on the day of removal to ensure that removal does not result in unacceptable impacts upon nesting birds or other species of conservation concern.

REASON: To ensure that there are no adverse effects on the favourable conservation status of birds, to protect the bird population and species of importance or conservation concern from the potential impacts of the development.

12 Notwithstanding the submitted details, no development, including any site preparation, demolition, scrub/hedgerow clearance or tree works/removal shall commence or be undertaken on site unless and until a scheme for protective fencing for trees and hedgerow within and adjacent to the site, has been submitted to and approved in writing by the Local Planning Authority.

The submitted details shall be in accordance with BS5837 (2012): 'Trees in Relation to Construction'. The agreed fencing/protection shall be erected in its entirety prior to any other operations taking place on the site and shall not be breached nor removed during development.

Furthermore within the areas so fenced the existing ground level shall be neither raised nor lowered and there shall be no development or development-related activity of any description including the deposit of spoil or the storage of materials unless expressly agreed by 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.

13 Site Details

13.Applications for the approval of reserved matters shall be accompanied by full details of existing and proposed ground levels and proposed building finished floor levels (all relative to ground levels adjoining the site) including the levels of the proposed roads.

For the avoidance of doubt the submitted information shall include existing and proposed sections through the site including details of the height, scale and location of proposed housing in relation to adjacent existing development/built form (where applicable). The development shall be carried out in strict accordance with the approved details.

REASON: To ensure the proposed development responds positively to characteristics of the area and to ensure the Local planning Authority can make an accurate assessment of potential impacts upon existing nearby residential amenity and the visual amenities of the area.

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14 Highways/ Construction Management

14.No development shall take place until a Construction Method Statement has been submitted to and approved in writing by the local planning authority. For the avoidance of doubt the submitted information shall provide precise details of:

"The siting and location of parking for vehicles of site operatives and visitors

"The siting and location for the loading and unloading of plant and materials

"The siting and location of storage of plant and materials used in constructing the development

"The siting and locations of security hoarding

"The siting and locations of all site cabins

"The siting location and nature of wheel washing facilities to prevent mud and stones/debris being carried onto the Highway (For the avoidance of doubt such facilities shall remain in place for the duration of the construction phase of the development) and the timings/frequencies of mechanical sweeping of the adjacent roads/highway

"Periods when plant and materials trips should not be made to and from the site (mainly peak hours but the developer to identify times when trips of this nature should not be made)

"The highway routes of plant and material deliveries to and from the site.

"Measures to ensure that construction and delivery vehicles do not impede access to adjoining properties.

"Days and hours of operation for all construction works.

"Contact details for the site manager(s)

The approved statement shall be adhered to throughout the construction period of the development hereby approved.

REASON: In the interests of protecting residential amenity from noise and disturbance and to ensure the safe operation of the Highway for the duration of the construction phase of the development.

15 The new estate road shall be constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads to at least base course level before any other construction work takes place within the site.

REASON: To ensure that satisfactory access is provided to the site before the construction of the development hereby permitted commences.

16 No part of the development shall be commenced until all the highway works to facilitate construction traffic access have been constructed in accordance with a scheme which shall be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority.

REASON: To enable all construction traffic to enter and leave the site in a safe manner without causing a hazard to other road users.

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17 Flooding and Drainage

17. As part of any reserved matters application and prior to the commencement of any development, the following details shall be submitted to, and approved in writing by the Local Planning Authority.

A. Information about the lifetime of the development design storm period and intensity, surface water discharge rates and volumes (both pre and post development), temporary surface water storage facilities, means of access for maintenance and easements where applicable, methods employed to delay and control surface water discharged from the site and details of flood levels in AOD;

B. The drainage scheme should demonstrate that surface water run-off will not exceed the existing pre-development runoff rate for the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

C. A plan showing overland flow routes and flood water exceedance routes, both on and off site;

D. A timetable for implementation, including phasing where applicable;

E. Details of water quality controls, where applicable.

F. Details of an appropriate management and maintenance plan for the lifetime of the sustainable drainage system.

The scheme shall be implemented in accordance with the approved details prior to first occupation of any of the approved dwellings. Thereafter the drainage system shall be retained, managed and maintained in accordance with the approved details.

REASON: To ensure that the proposed development can be adequately drained, to ensure that there is no flood risk on or off the site resulting from the proposed development, to ensure that water quality is not detrimentally impacted by the development proposal and to reduce the flood risk to the development as a result of inadequate maintenance.

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

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

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19 Prior to the commencement of any development, a surface water drainage scheme, based on the hierarchy of drainage options in the National Planning Practice Guidance with evidence of an assessment of the site conditions shall be submitted to and approved in writing by the Local Planning Authority.

The surface water drainage scheme must be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards and unless otherwise agreed in writing by the Local Planning Authority, no surface water shall discharge to the public sewerage system either directly or indirectly.

The development shall be completed in accordance with the approved details.

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

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**Note(s)**

- 1 For rights of appeal in respect of any condition(s)/or reason(s) attached to the consent see the attached notes.

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2 The applicant is advised that should there be any deviation from the approved plan the Local Planning Authority must be informed. It is therefore vital that any future Building Regulation application must comply with the approved planning application.

3 The Local Planning Authority operates a pre-planning application advice service which applicants are encouraged to use. Whether or not this was used, the Local Planning Authority has endeavoured to work proactively and positively to resolve issues and considered the imposition of appropriate conditions and amendments to the application to deliver a sustainable form of development.

This permission should be read in conjunction with the Section 106 Agreement signed and dated .....

**NICOLA HOPKINS  
DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING**

**RIBBLE VALLEY BOROUGH COUNCIL  
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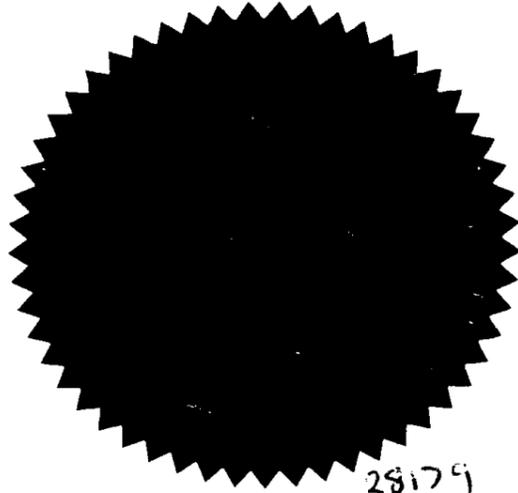
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Processed by Trial Objective Report

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:-

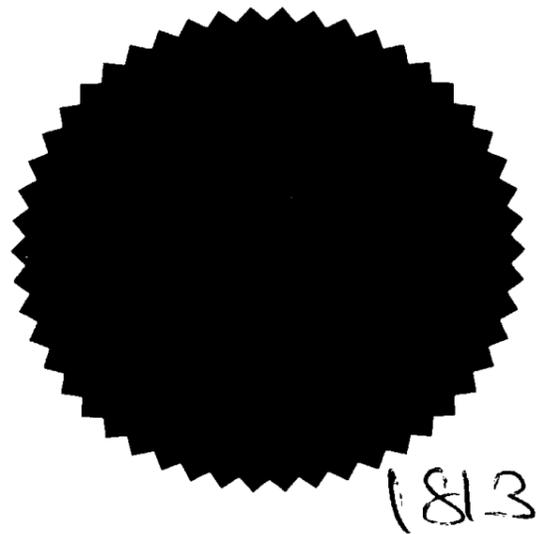
Authorised Signatory



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

Mayor

Chief Executive



SIGNED as a Deed by  
**DAVID JAMES STONES**

In the presence of:

Witnesses sign  
Witnesses sign  
Witnesses sign



4. MASS ST CLITHEROE  
BB7 1DP.

SIGNED as a Deed by  
**SIOBHAIN JAYNE STONES**

In the presence of:

Witnesses sign  
Witnesses sign  
Witnesses sign



4. Mass St Clitheroe  
BB7 1DP.