

DATED

9th February 2018 ~~2017~~

**LANCASHIRE COUNTY COUNCIL**

- and -

**RIBBLE VALLEY BOROUGH COUNCIL**

- and -

**NHS PROPERTY SERVICES LIMITED**

-and -

**MCDERMOTT DEVELOPMENTS LIMITED**

**SECTION 106 AGREEMENT**  
**TOWN AND COUNTRY PLANNING ACT 1990**

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RELATING TO LAND KNOWN AS  
FORMER CLITHEROE HOSPITAL, CHATBURN ROAD, CLITHEROE

THIS AGREEMENT AND DEED is made the 9th day of February 2018.

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. **NHS PROPERTY SERVICES LIMITED** (Company Registration Number 7888110) whose registered office is 99 Gresham Street, London, EC2V 7NG (hereafter called "the Owner") and
4. **MCDERMOTT DEVELOPMENTS LIMITED** (Company Registration Number 02701792) whose registered office is Jupiter House, 1 Mercury Rise, Altham Business Park, Altham, Lancashire, BB5 5BY ("the Developer")

**WHEREAS**

- (1) The Owner is the freehold owner of land known as the former Clitheroe Hospital site, Chatburn Road, Clitheroe, BB7 4JX the title of which land is registered at HM Land Registry under number LA830824 ("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 and the local highway 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, <sup>and McDermott Developments Limited</sup> on the 3rd day of July 2017 applied to the Council for planning permission for a residential development including the erection of 60

*Forbes*

residential units and associated infrastructure on the Property as detailed in the plans and particulars deposited with Council under reference 3/2017/0616.

- (6) The Council resolved on the 26 October 2017 that the application be approved by it under the Act of 1990 (as amended) subject to the Owners entering into this Planning Obligation Deed in accordance with Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act")
- (7) The Owner and the Developer have completed a conditional contract of sale for the Owner to sell the Property to the Developer conditional on the grant of the Planning Permission

*forbes*

**NOW THIS DEED WITNESSETH as follows:**

**1. DEFINITIONS**

1.1 In this Deed unless the context otherwise requires:

**Affordable Housing**

"Affordable Housing" has the meaning given to it in Annex 2 of the NPPF and, for the avoidance of doubt, for the purposes of this deed includes the Discount Sale Units.

**Affordable Housing Provider**

"Affordable Housing Provider" means a registered provider of social housing 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 the Homes and Communities Agency or any company or other body approved by the Home and Communities Agency for receipt of social housing grant.

**Affordable Housing Scheme**

"Affordable Housing Scheme" means the scheme for the provision of the Affordable Housing Units to be submitted to and approved by the Council pursuant to paragraph 1.2 of the Schedule 2.

### **Affordable Housing Units**

"Affordable Housing Units" means those Dwellings which are to be provided as Affordable Housing which shall be 15 Dwellings in total and which units shall constitute 7 Dwellings to be Affordable Home Ownership and 8 Dwellings to be Discount Sale Units.

### **Affordable Ownership Housing**

"Affordable Ownership Housing" means shared ownership housing where an occupier may acquire an interest in an Affordable Housing Unit of between [25% and 80%] and may be up to 100% ownership of the Open Market Value of the Dwelling at his or her election.

### **Application**

"Application" means the application for Planning Permission submitted to the Council reference number 3/2017/0616 for residential development including residential use and associated amenities on the Property.

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

Save as provided in Schedule 2:

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 "**Over 55s Condition**").

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 201 (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.

### **BCIS Indexation**

Indexation will be applied to section 106 agreements using the formula below:

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

Where trigger targets are included in this Deed, Indexation will apply at each trigger point.

### **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 Contribution.

#### **Contribution**

“Contribution” means all or any of the Ecology Contribution; the Education Contribution and the Public Open Space 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 in perpetuity.

#### **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.

### **Ecology Contribution**

"Ecology Contribution" means the sum of ten thousand pounds (£10,000.00) towards biodiversity at the nearby Salt Hill and Cross Hill nature reserves.

### **Education Acts**

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

### **Education Contribution**

"Education Contribution" means the sum of £107,116.35 adjusted by BCIS Indexation from the date of this Deed to the date of payment to be paid to the County Council in accordance with the terms of this Deed for the provision of additional secondary school places at Clitheroe Royal Grammar School or any subsequent name or designation by which it is known.

### **Homes and Communities Agency**

"Homes and Communities Agency" means the Homes and Communities Agency 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, advanced habitat creation, site clearance, demolition, tree works, construction of temporary access, diversion and provision of services and drainage, the erection of means of enclosure for the

purpose of site security and/or the display of advertisements and “implement” and “implemented” shall be construed accordingly.

#### **Market Dwelling**

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

#### **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.

#### **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.



### **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 knowledgably prudently and without compulsion

### **Over 55 Accommodation**

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

Save as provided in Schedule 2:

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 “**Over 55s Condition**”).

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 201 (or any subsequent revisions).

**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 6.

**Practical Completion**

"Practical Completion" means the issue of a certificate of practical completion by the Owners 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.

**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 the Schedule 2:

- In the first instance where at least one ordinarily resident member of a household is a person who in the reasonable opinion of the Affordable Housing Provider is in housing need and who:
  - were born in the Borough of Ribble Valley;
  - 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);
  - 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;
  - 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;

- 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.
- 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.

#### **Public Open Space Contribution**

"Public Open Space Contribution" means the sum of thirty two thousand six hundred and sixty five pounds (£32,665.00) towards the installation, improvement or maintenance of an area of off-site public open space and sports provision facilities.

#### **Interpretation**

- 1.2 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
- 1.3 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
- 1.4 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
- 1.5 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
- 1.6 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<sup>restriction and/or obligation</sup> 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. *fisher*
- 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
- 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 Owner hereby covenants with the Council to perform the obligations as specified in Schedule 1 and Schedule 2

7.2 The Owner hereby covenants with the County Council to perform the obligations as specified in paragraphs 1 and 2 of Schedule 1 and Schedule 3

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

7.4 The County Council covenants with the Owner in the terms set out in Schedule 5

**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 in relation to this Deed in the

*Developer  
Barr Birkh  
LLP*

sum of £515.20.

8.8 The <sup>Developer</sup> Owners shall pay the County Council's legal fees in relation to this Deed in the sum of £300.

*Farber*

8.8 This Deed and any dispute or claim arising out of in 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 Agreement nothing contained within this Agreement 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 co-operate 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 Agreement shall:

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



Red line boundary



Pimlico Link Road

Chaburn Road



1719

*[Signature]*  
Authorized Signatory



26813



Urban &  
Landscape  
Design

Project title:

Former Clitheroe Hospital, Clitheroe

Drawing title:

Red Line Boundary

Dwg No: A094939\_001

Rev: B

Drawn: RK Checked: LW

Date: 10/06/16

Scale @ A4: 1:1250



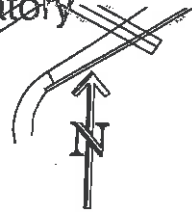
*[Signature]*  
Richard M. Kay  
*[Signature]*

# CHATBURN ROAD, CLITHEROE

Schedule of Accommodation			
Gar	'Garth' 4 bed detached	1297 sq.ft	3
Mai	'Maidstone' 4 bed detached	1232 sq.ft.	4
Che	'Chatam' 4 bed detached	1100 sq.ft.	4
Chu	'Churchill' 3 bed semi	1085 sq.ft	10
Cle	'Cleveland' 4 bed detached	1120 sq.ft	4
Ash	'Ashdown' 3 bed semi	866 sq.ft	1
Oak	'Oakhurst' 3 bed detached	900 sq.ft	4
Win	'Windsor' 3 bed semi	803 sq.ft	6
Wel	'Welland' 3 bed detached	855 sq.ft	1
Wins	'Winstan' 3 bed semi	840 sq.ft	7
2b	'2 bed mews' lifetime	710 sq.ft	12
Bun	'3 bed Bungalow' semi	973 sq.ft	4
Total		57,080	60
Site Area = 4.96 acres (2.01 HA)			
Undevelopable = 1.06 acres			
Nett Developable = 3.89 acres			
Density = 14,272 sq.ft/a			

Authorized Signatory

*[Handwritten Signature]*



26813



1719

(PLAN FOR INFORMATION ONLY  
- HAS SUBSEQUENTLY BEEN REVISED)

*[Handwritten Signature]*

*[Handwritten Signature]*  
Richard M. King



Property Services

**McDermott HOMES**  
 Jupiter House, 1 Mercury Road, Altham, Lancs BB5 5BY  
 T: 01282 774586 F: 01282 774618  
 E: info@mcdermott-homes.co.uk www.mcdermott-homes.co.uk

**Chatburn Road  
Clitheroe**

Rev	Date	Reason

Scale	1:500
Date	January 2017
Draw No.	PL 1.0
<b>SITE LAYOUT</b>	

## **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 completion of the first Affordable 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 Agreement

**3. Ecology Contribution**

3.1 To pay in accordance with paragraph 3.2 below the Ecology Contribution to the Council.

3.2 The Ecology Contribution shall be paid on the occupation of the 30<sup>th</sup> Dwelling.

**4. Public Open Space Contribution**

To pay to the Council the Public Open Space Contribution on the occupation of the 30<sup>th</sup> Dwelling.

## **SCHEDULE 2**

### **The Owner's Covenants with the Council**

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

#### **Part 1 – Affordable Housing**

##### **1. Affordable Housing**

- 1.1. The Owner shall provide Affordable Housing as part of the Development in accordance with the provisions of this Schedule 2.
- 1.2. The Owner shall not Commence Development until the Owner has submitted and the Council has approved in writing an Affordable Housing Scheme.
  - 1.3.1 An Affordable Housing Scheme submitted shall provide 15 Dwellings in total as Affordable Housing Units of which 7 Dwellings shall be Affordable Home Ownership and 8 shall be Discount Sale Units.
  - 1.3.2 Of the 15 Affordable Housing Units, 6 shall be Over 55s Accommodation.
  - 1.3.3 Of the remaining 75% of the Development the Property shall constitute Market Dwellings which shall include 3 Dwellings that are Bungalow (Over 55s Occupation) Market Dwellings
- 1.4. The Council shall give notice of approval or rejection of each Affordable Housing Scheme submitted pursuant to paragraph 1.2 of this Schedule 2 not later than 20 Working Days from the date of receipt by the Council of the Affordable Housing Scheme and in the event of its rejection shall (acting reasonably) set out its full reasons for rejection and specify the measures required to produce an acceptable Affordable Housing Scheme.
- 1.5. In the event that the Council rejects an Affordable Housing Scheme submitted pursuant to paragraph 1.2 of this Schedule 2 then the Owners may submit a revised Affordable Housing Scheme to the Council for approval whereupon the Council will again issue its decision in respect of such Affordable Housing

Scheme in accordance with paragraph 1.4 above. In the alternative the Owners may seek to refer any dispute or disagreement for independent determination in accordance with Clause 8.6 of this Deed.

- 1.6. The Owners shall be entitled to invoke paragraph 1.5 of this Schedule 2 as many times as is necessary in order to secure an approval in respect of an Affordable Housing Scheme submitted to the Council pursuant to paragraph 1.2 of this Schedule 2.
- 1.7. No more than 75% (seventy five per cent) of the Market Dwellings within a the Development shall be Occupied before the Owners have offered the Affordable Ownership Housing within Development to an Affordable Housing Provider in accordance with the approved Affordable Housing Scheme and the terms of this Deed.
- 1.8. From the date the Affordable Ownership Housing within the Development are first offered to an Affordable Housing Provider pursuant to paragraph 1.7 of this Schedule 2 (above) the Owner shall use reasonable endeavours in seeking to transfer the relevant Affordable Ownership Housing 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 Ownership Housing at the point when the said Affordable Ownership Housing are offered in accordance with this paragraph 1.8.
- 1.9. 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 Owner from time to time.

1.10. 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:

1.10.1. any Chargee;

1.10.2. 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:

1.10.2.1 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:

1.10.2.2 in the event that the Council responds within 1 months 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

1.10.2.3 if the Council does not serve its response to the notice served under paragraph 1.11.1 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



1.10.2.4 if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 1.11.2 secure such transfer then provided that the mortgagee shall have complied with its obligations under paragraph 1.11.1 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.

1.10.3. 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

1.10.4. A disposal (and any subsequent occupation) required by:

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

1.10.4.2. the Homes and Communities Agency; or

1.10.4.3. a court order.

1.11. The Owner shall ensure that any transfer of Affordable Ownership Housing to an Affordable Housing Provider shall contain the following provisions:

1.11.1. A covenant that the Affordable Housing Provider shall not use the Affordable Ownership Housing otherwise than for Affordable Housing; and

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

1.12. In the event that:

1.12.1. the Affordable Housing Provider to whom an offer is made by the Owner in accordance with paragraph 1.7 of this Schedule 2 declines to accept a transfer of some or all of the Affordable Ownership Housing within the Development; or

1.12.2. no sale of some or all of the Affordable Ownership Housing within the Development has been effected within six months from either the Commencement of Development of the Development or the date the Affordable Ownership Housing were offered to the Affordable Housing Provider in accordance with paragraph 1.7 of this Schedule 2 (whichever is the later)

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

1.13. Where this paragraph 1.13 applies then:

1.13.1. the Owner may at any time serve notice upon the Council stating that this paragraph 1.13 applies and providing evidence as to why despite complying with paragraph 1.8 of this Schedule 2 the Owner has been unable to transfer the Affordable Ownership Housing to the Affordable Housing Provider, together with evidence from the Affordable Housing Provider that they are not willing to so purchase the Affordable Ownership Housing (if such evidence is available);

1.13.2. upon receipt of the Owner's written notice served pursuant to sub-paragraph 1.13.1 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 1.8 of this Schedule 2 the Owners have been unable to transfer the Affordable Ownership Housing to the Affordable Housing Provider and in the event that the Council disagrees the Council shall set out its full reasons for such disagreement.



- 1.14. In the event that the Council confirms in writing pursuant to sub-paragraph 1.13.2 that it disagrees that that despite complying with paragraph 1.8 of this Schedule 2 the Owners have been unable to transfer the Affordable Ownership Housing to the Affordable Housing Provider then the Owner may:
- 1.14.1. make a further offer to transfer the relevant Affordable Ownership Housing to the Affordable Housing Provider or another Affordable Housing Provider in accordance with paragraphs 1.7 and 1.8 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 Ownership Housing 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
  - 1.14.2. submit further evidence and submissions to the Council in order to address the Council's reasons for disagreement (in which case sub-paragraphs 1.14.1 to 1.14.3 of this Schedule 2 shall apply mutatis mutandis to the Council's consideration of such evidence and submission; or
  - 1.14.3. refer any dispute or disagreement for independent determination in accordance with Clause 8.6 of this Deed.
- 1.15. In the event that the Council or an Expert (as defined in Clause 8.6 of this Deed) confirms pursuant to this paragraph 1.15 of this Schedule 2 or Clause 8.6 (as the context requires) that despite complying with paragraph 1.7 of this Schedule 2 the Owners have been unable to transfer the Affordable Ownership Housing to the Affordable Housing Provider then the Owner shall be entitled to dispose of the relevant Affordable Ownership Housing 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 (the value and local connection to be agreed in writing by the Council) but shall be subject to Priority Order on the disposal by the Owner.

**Part 2 – Over 55's Accommodation**

- 2.1 The Owner shall provide as part of the Development The Over 55's Accommodation Affordable Housing Units (comprising 6 Dwellings) and the Bungalow (over 55s Occupation) Market Dwellings (comprising 3 Dwellings), which shall initially be subject to the Over 55s Condition.
- 2.2 The Owner shall use reasonable endeavours to properly market the Over 55s Accommodation Affordable Housing Units and the Bungalow (over 55s Occupation) Market Dwellings for sale to persons that meet the criteria set out in the Over 55s Condition.
- 2.3 If after a period of 8 weeks of marketing the Over 55s Accommodation Affordable Housing Units and the Bungalow (over 55s Occupation) Market Dwellings for sale subject to the Over 55s Condition the Over 55s Accommodation Affordable Housing Units and the Bungalow (over 55s Occupation) Market Dwellings have not been sold the Owner may then dispose of the Over 55s Accommodation Affordable Housing Units and the Bungalow (over 55s Occupation) Market Dwellings to any person or persons free from the Over 55s Condition in which case the Over 55s Condition shall cease and determine PROVIDED that if the Over 55s Accommodation Affordable Housing Units are disposed of free from the Over 55s Condition they shall be offered for sale in accordance with the Priority Order on the disposal by the Owner.

### **SCHEDULE 3**

The Owner hereby Covenants with the County Council as follows:

#### **1. Education Contribution**

1.1 Subject at all times to paragraph 1.2 of this Schedule 3, the Education Contribution shall mean the sum of £107,116.35 plus BCIS Indexation and the Owner covenants with the County Council to pay the Education Contribution in accordance with clause 2 of this Schedule 3.

1.2 In the event that the number of Over 55 Accommodation Affordable Housing Units and the Bungalow (over 55 Occupation) Market Dwellings for sale is reduced in accordance with paragraph 2.3 of Schedule 2, the Owner agrees that the County Council will undertake a reassessment of the Education Contribution which may result in the Owner being liable to pay an increased Education Contribution to the County Council. This reassessment will be carried out in line with the Education Contribution Methodology – May 2016.

#### **2. Education Contribution Triggers**

##### **2.1 Education Contribution**

2.1.1 Not to occupy nor permit the occupation of the 20th Dwelling until 40% of the Education Contribution has been paid to the County Council.

2.1.2 Not to occupy nor permit the occupation of the 35th Dwelling until a further 40% of the Education Contribution has been paid to the County Council.

2.1.3 Not to occupy nor permit the occupation of the 53rd Dwelling until a further 20% of the Education Contribution has been paid to the County Council.

**3. Notification**

3.1 To notify the County Council at the address shown in this Deed within 10 working days of the above trigger points in clause 2 to this Schedule 3 having been reached.

3.2 Within 20 working days of the determination that the Owner is triggering paragraph 2.3 of Schedule 2 to dispose of any number of Over 55 Accommodation Affordable Housing Units and the Bungalow (over 55 Occupation) Market Dwellings free from the Over 55s Condition, the Owner shall notify the County Council at the address shown in this Deed that a reassessment of the Education Contribution is required.

**4. PROVIDED THAT**

4.1 The County Council shall not use the Education Contribution other than for the purpose of a contribution towards the provision of additional secondary school places at Clitheroe Royal Grammar School.

4.2 The County Council shall hold the Education Contribution in an interest bearing section of its account pending use for the purpose set out in paragraph 5.1 above.

4.3 If on the day 7 years after the day on which the last payment from the Owner under this deed was received the sum or any part of the sum paid or of the interest earned on it has not been used by the County Council in accordance with paragraph 5.1 of this Schedule, the County Council shall return the unspent portion to the party who made such payment together with any interest earned on it at the Bank of England base rate from the date of payment to the date of refund.

4.4 Upon request, the County Council shall provide to the Owner reasonable evidence as to the expenditure of the sums paid by the Owner under this Deed.

## **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 5 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**

### **Covenants by the County Council**

1. To pay any Contributions received into a separately identified interest-bearing section of the County Council's combined accounts as soon as reasonably practicable.
2. The Contributions paid to the County Council shall be used solely for the purposes set out in this Deed and for no other purpose.
3. To pay the 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 7 years of the date of receipt by the County Council of the final instalment of such payment together with interest at the Bank of England base rate for the period from the date of payment to the date of refund.
4. Should the 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 Owner.

**SCHEDULE 6**

**DRAFT PLANNING PERMISSION**

**RIBBLE VALLEY BOROUGH COUNCIL**

Department of Development

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

Telephone: 01200 Fax: 01200 414488  
425111

Planning Fax: 01200 414487

Town and Country Planning Act 1990

**PLANNING PERMISSION**

**APPLICATION NO:** 3/2017/0616

**DECISION DATE:** DRAFT

**DATE RECEIVED:** 05/07/2017

**APPLICANT:**

Mr Mark Wilkinson  
McDermott Developments Ltd/NHS  
Property Services  
C/o Agent

**AGENT:**

Mr Mark Wilkinson  
McDermott Homes  
Jupiter House  
Mercury Rise  
Altham Business Park  
Altham  
Burnley  
BB5 5BY

**DEVELOPMENT PROPOSED:** Demolition of existing buildings and construction of 60 dwellings and associated infrastructure.

**AT:** Former Clitheroe Hospital Chatburn Road Clitheroe BB7 4JX

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

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

**REASON:** Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990



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**Plans**

2. Unless explicitly required by condition within this consent, the development hereby permitted shall be carried out in complete accordance with the proposals as detailed on drawings:

Red Line Boundary - A094939\_001 Rev B  
Site Layout - PL-01 rev B (amended plan received 10/10/17)  
Materials Layout - ML-01 A (amended plans received 10/10/17)  
Landscape Layout 5493.01 Rev. B (amended plans received 05/10/17)  
Drainage Strategy - C2-P-96 rev. P01 (amended plans received 10/10/17)  
Drainage Strategy - C2-P-97 rev. P01 (amended plans received 10/10/17)

**House Types:**

Ashdown - ASH 1.71  
Buttermere - BUT(LTH) 1.9 (amended plans received 05/09/17)  
Buttermere (LTH) - BUT(LTH) 1.2 (amended plans received 05/09/17)  
Chatham (Plot 34 + 58) - CHA 2.0 (amended plans received 11/10/17)  
Chatham - CHA 1.7  
Churchill - Chur 1.7 (amended plans received 11/10/17)  
Cleveland (Plot 59 + 60) - CLE 2.0 (amended plans received 11/10/17)  
Cleveland - CLE 1.7  
Garth - GAR 1.7 (amended plans received 05/09/17)  
Garth Plot (Plot 31 + 35) - GAR 2.0 (amended plans received 11/10/17)  
Maidstone (Plot 32 + 33) - MAI 2.0 (amended plans received 11/10/17)  
Maidstone - MAI 1.7 (amended plans received 05/09/17)  
Oakhurst (Plot 30) - OAK 2.0 (amended plans received 11/10/17)  
Oakhurst - OAK 1.7 (amended plans received 05/09/17)  
Dormer Bungalow - Bung 1.7 (amended plans received 11/10/17)  
Welland - WEL 1.7 (amended plans received 05/09/17)  
Windermere - Win 1.7 (amended plans received 05/09/17)  
Winster - Win 1.7

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

**House Types:**

Ashdown - ASH 1.71  
Buttermere - BUT(LTH) 1.9 (amended plans received 05/09/17)  
Buttermere (LTH) - BUT(LTH) 1.2 (amended plans received 05/09/17)  
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Cleveland (Plot 59 + 60) - CLE 2.0 (amended plans received 11/10/17)  
Cleveland - CLE 1.7  
Garth - GAR 1.7 (amended plans received 05/09/17)  
Garth Plot (Plot 31 + 35) - GAR 2.0 (amended plans received 11/10/17)  
/Continued.....

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Maidstone (Plot 32 + 33) - MAI 2.0 (amended plans received 11/10/17)  
Maidstone - MAI 1.7 (amended plans received 05/09/17)  
Oakhurst (Plot 30) - OAK 2.0 (amended plans received 11/10/17)  
Oakhurst 1.7 (amended plans received 05/09/17)  
Dormer Bungalow - Bung 1.7 (amended plans received 11/10/17)  
Welland - WEL 1.7 (amended plans received 05/09/17)  
Windermere - Win 1.7 (amended plans received 05/09/17)  
Winster - Win 1.7

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

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**Materials**

3. Notwithstanding the submitted details and the requirements of condition 2 of this approval, precise specifications or samples of all external surfaces including, door/window surrounds and framing materials, fascia/barge boards and roofing/ridge materials including their colour and texture shall have been submitted to and approved by the Local Planning Authority before their use in the proposed development.

REASON: In order that the Local Planning Authority may ensure that the materials to be used are appropriate to the locality in accordance with Policy DMG1 of the Ribble Valley Core Strategy.

4. Prior to the commencement of the development details of the design and position of the external meter boxes shall be submitted to and agreed in writing by the Local Planning Authority. For the avoidance of doubt the details shall indicate that no meter boxes will be located on the primary elevations of the proposed dwellings or on locations that that are afforded a high level of visibility upon the streetscene. The development shall be carried out in strict accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

REASON: In order that the Local Planning Authority may ensure that the detailed design of the proposal is appropriate to the locality and results in acceptable standard of appearance in accordance with Policy DMG1 of the Ribble Valley Core Strategy.

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**Highways**

5. Prior to any building work commencing on site a scheme for the provision of facilities to charge electric vehicles within at least 30% of the dwellings hereby approved shall have been submitted to the Local Planning Authority for approval. The development shall be carried out in strict accordance with the approved details and the charging facilities shall be made available for use prior to the occupation of each dwellings house within which they will be installed.

REASON: To ensure that provision is made for electric powered cars and to support sustainable methods of travel in accordance with Key Statement DMI2 and Policy DMG3 of the Core Strategy.

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

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

7. Notwithstanding the submitted details or the requirements of condition 2, no development shall take place, including any works of demolition, until a construction method statement has been submitted to and approved in writing by the local planning authority. The approved statement shall be adhered to throughout the construction period. It shall provide include:

- The parking of vehicles of site operatives and visitors;
- Loading and unloading of plant and materials used in the construction of the development;
- Storage of such plant and materials;
- 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);
- Routes to be used by vehicles carrying plant and materials to and from the site;

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

REASON: In the interests of protecting residential amenity from noise and disturbance and to ensure the safe operation of the Highway during the construction phase of the development in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy.

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8. The new estate road for the development shall be constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads to at least base course level up to the entrance of the site compound before any development takes place within the site and shall be further extended before any development commences fronting the new access road.

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

9. The parking, garaging and associated manoeuvring facilities shown on the plans hereby approved shall be surfaced or paved, drained and marked out and made available in accordance with the approved Site Layout Dwg. No. PL1 rev B (amended plan received 10/10/17) prior to the occupation of any of the dwellings. Such parking facilities shall thereafter be permanently retained for that purpose (notwithstanding the Town and Country Planning (General Permitted Development) Order 2015).

REASON: In the interests of visual amenity and to facilitate adequate vehicle parking and turning facilities to serve the site in accordance with Policy DMG1 of the Ribble Valley Core Strategy.

10. Notwithstanding the provisions of the Town and Country Planning (General Development Procedure) Order 2015 and the Town and Country Planning (General Permitted Development) (Amendment) (No 2) (England) Order 2015, or any subsequent Orders or statutory provision re-enacting the provisions of these Orders, all garages shown on the approved plan shall be maintained as such and shall not be converted to or used for living accommodation without the prior written approval of the Local Planning Authority in consultation with the Highway Authority.

REASON: In the interests of visual amenity and to facilitate adequate vehicle parking and/or turning facilities to serve the dwelling in accordance with Policy DMG1 of the Ribble Valley Core Strategy.

11. No part of the development hereby approved shall commence until a scheme for the construction of the site access and the off-site works of highway improvement has been submitted to, and approved by, the Local Planning Authority in consultation with the Highway Authority as part of a section 278 agreement, under the Highways Act 1980. The off-site highway works shall include the widening of the footway to the front of the site to a minimum width of 2.0m, alterations to the existing street lighting on Chatburn Road where required, the introduction of an extended 30mph speed limit and waiting restrictions on Chatburn Road, and reinstatement of the redundant access points.

REASON: In order to satisfy the Local Planning Authority and Highway Authority that the final details of the highway scheme/works are acceptable before work commences on site and to enable all construction traffic to enter and leave the premises in a safe manner without causing a hazard to other road users in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy.

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12. The layout of the development shall include provisions to enable vehicles to enter and leave the highway in forward gear and such provisions shall be laid out in accordance with the approved plan and the vehicular turning space shall be laid out and be available for use before any development commences and maintained thereafter.

REASON: Vehicles reversing to and from the highway are a hazard to other road users, for residents and construction vehicles in accordance with Policy DMG1 of the Ribble Valley Core Strategy.

13. Notwithstanding the provisions of the Town and Country Planning (General Development Procedure) Order 2015 and the Town and Country Planning (General Permitted Development) (Amendment) (No 2) (England) Order 2015, there shall not at any time in connection with the development hereby permitted be erected or planted or allowed to remain upon the land hereinafter defined any building, wall, fence, hedge, tree, shrub or other device over 1m above road level. The visibility splay to be the subject of this condition shall be that land in front of a line drawn from a point 2.4m measured along the centre line of the proposed road from the continuation of the nearer edge of the carriageway of Chatburn Road to points measured 68m in an easterly direction and 104m in a westerly direction along the nearer edge of the carriageway of Chatburn Road, from the centre line of the access.

REASON: To ensure adequate visibility at the street junction or site access in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy

14. The two existing vehicle access points (onto Chatburn Road) shall be physically and permanently closed and the existing footway and kerbing of the vehicular crossing shall be reinstated in accordance with the Lancashire County Council Specification for Construction of Estate Roads, concurrent with the formation of the new access.

REASON: To limit the number of access points and to maintain the proper construction of the highway in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy.

15. Prior to the start of the development, a joint survey shall be carried out between the developer and the planning authority (in conjunction with the highway authority) to determine the condition of Chatburn Road. A similar survey shall be carried out every six months and the final inspection within one month of the completion of the last house, and the developer shall make good any damage to Chatburn Road to return it to the pre-construction situation as required.

REASON: To maintain the construction of Chatburn Road in the interest of highway safety in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy.

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16. Prior to the commencement of any development an order shall be placed for staff costs, the advertising and implementation of traffic regulation orders for waiting restrictions along Chatburn Road and the extension of the 30mph speed limit up to and including the Pimlico Link Road roundabout speed limits, to the satisfaction of the Local Planning Authority in consultation with the Highway Authority.

REASON: In the interest of highway safety and compliance with current highway legislation in accordance with Policies DMG1 and DMG3 of the Ribble Valley Core Strategy.

#### Ecology and Trees

17. The development hereby approved shall be carried out in complete accordance with the recommendations and mitigation measures detailed within the submitted Protected Species Survey (Dec 2016) and Phase 1 Habitat Survey (Dec 16).

REASON: In the interests of biodiversity and to enhance nesting/roosting opportunities for species of conservation concern and reduce the impact of development in accordance with Policies DMG1 and EN4 of the Ribble Valley Core Strategy.

18. Notwithstanding the submitted details and requirements of condition 19, no development, including any site preparation, demolition, scrub/hedgerow clearance or tree works/removal shall commence or be undertaken on site until details of the provisions to be made for building dependent species of conservation concern, artificial bird nesting boxes and artificial bat roosting sites have been submitted to, and approved in writing by the Local Planning Authority.

For the avoidance of doubt the details shall be submitted on a dwelling/building dependent bird/bat species site plan and include details of plot numbers and the numbers of artificial bird nesting boxes and artificial bat roosting site per individual dwelling and type. The details shall also identify the actual wall and roof elevations into which the above provisions shall be incorporated.

The artificial bird/bat boxes shall be incorporated into those individual dwellings during 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 protected species in accordance with Section 9 of the NPPF, and Key Statement EN4 and Policies DMG1 and DME3 of the Ribble Valley Core Strategy.

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19. 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 place until a detailed method statement for the removal or long-term management/eradication of Himalayan Balsam and Japanese Knotweed on the site has been submitted to and approved in writing by the Local Planning Authority. The method statement shall include proposed measures to prevent the spread of Himalayan Balsam and Japanese Knotweed during any operations such as mowing, strimming or soil movement. It shall also contain measures to ensure that any soils brought to the site are free of the seeds/ root / stem of any invasive plant covered under the Wildlife and Countryside Act 1981. Development shall thereafter proceed in strict accordance with the duly approved method statement.

REASON: Himalayan Balsam and Japanese Knotweed are invasive plants, the spread of which is prohibited under the Wildlife and Countryside Act 1981. Without measures to prevent its spread as a result of the development there would be the risk of an offence being committed and avoidable harm to the environment.

20. Within the six month period prior to any demolition or tree clearance works, a bat survey and ecology update shall have first been undertaken by a suitably qualified ecologist and submitted for the writing approval of the Local Planning Authority, in order to establish the habitat potential of the site (including all trees and buildings). The development shall then be undertaken in complete accordance with the recommendations and mitigations contained within this approved report.

REASON: In the interests of biodiversity and to enhance nesting/roosting opportunities for species of conservation concern and reduce the impact of development in accordance with Policies DMG1 and EN4 of the Ribble Valley Core Strategy.

21. No clearance of any vegetation in preparation for or during the course of development shall take place during the bird breeding season (March - August inclusive) unless an ecological survey has first been submitted to and approved in writing by the Local Planning Authority which demonstrates that the vegetation to be cleared is not utilised for bird nesting. Should the survey reveal the presence of any nesting species, then no clearance of any vegetation shall take place during the bird breeding season until a methodology for protecting nest sites during the course of the development has been submitted to and approved in writing by the Local Planning Authority. Nest site protection shall thereafter be provided in accordance with the duly approved methodology.

REASON: To ensure that there are no adverse effects on the favourable conservation status of birds and to protect the bird population from damaging activities and reduce or remove the impact of development in accordance with Key Statement EN4 and Policies DMG1 and DME3 of the Ribble Valley Core Strategy.

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22. Notwithstanding the submitted details, no building works shall commence on site until details of a scheme for any external building or ground mounted lighting/illumination, shall have been submitted to and approved in writing by the local planning authority.

For the avoidance of doubt the submitted details shall include luminance levels and demonstrate how any proposed external lighting has been designed and located to avoid excessive light spill/pollution and shall include details to demonstrate how artificial illumination of important wildlife habitats is minimised/mitigated.

The lighting schemes(s) be implemented in accordance with the approved details and retained as approved unless agreed in writing by the Local Planning Authority.

REASON: To enable the Local Planning Authority to exercise control over development which could prove materially harmful the character and visual amenities of the immediate area and to minimise/mitigate the potential impacts upon protected species resultant from the development in accordance with Key Statement EN4 and Policies DMG1 and DME3 of the Ribble Valley Core Strategy.

23. Prior to occupation of the first dwelling, a landscape management plan including long term design objectives, timing of the works, management responsibilities and maintenance schedules for all landscaped areas (other than within curtilages of buildings), shall be submitted to and approved in writing by the Local Planning Authority.

REASON: To ensure the proper long-term management and maintenance of the landscaped areas in the interests of visual amenity and biodiversity enhancement, in accordance with Key Policy DMG1 and DME3 of the Ribble Valley Core Strategy.

24. Notwithstanding the submitted details, prior to the commencement of the development, details at a scale of not less than 1:20 of the proposed boundary walling, gates and fencing shall have been submitted to and approved by the Local Planning Authority and these details shall identify the measures to be taken to encourage habitat connectivity. The development shall be carried out in strict accordance with the approved details.

REASON: In order that the Local Planning Authority may ensure that the detailed design of the proposal is appropriate to the locality and to enhance biodiversity in accordance with Policies DMG1, DME3 and DMH3 of the Ribble Valley Core Strategy.



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25. No development, including any site preparation, scrub/hedgerow clearance or tree works/removal shall commence or be undertaken on site until a scheme of phasing for the approved landscaping scheme (as shown on approved drawing 5493.01 Rev B - amended plan received 05/10/17) has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in strict accordance with the duly approved timings and phasing's. The areas which are landscaped shall be retained as landscaped areas thereafter. Any trees or shrubs removed, dying, being severely damaged or becoming seriously diseased within three years of planting shall be replaced by trees or shrubs of similar size and species to those originally required to be planted.

REASON: To ensure the proposed landscaped areas are provided on a phase by phase basis in accordance with Policy DME1 of the Ribble Valley Core Strategy.

26. Prior to commencement of any site works including delivery of building materials and excavations for foundations or services, all the existing/retained trees and hedging shown on drawing 5493.01 Rev B (amended plan received 05/10/17) shall have been enclosed with temporary protective fencing in accordance with BS5837:2012 [Trees in Relation to Demolition, Design & Construction] which is to be inspected on site by the Local Planning Authority. The fencing shall be retained during the period of construction and no work, excavation, tipping, or stacking/storage of materials shall take place within such protective fencing during the construction period.

REASON: To ensure that existing trees are adequately protected during construction in the interests of the visual amenity of the area in accordance with Policy DME1 of the Ribble Valley Core Strategy.

27. Notwithstanding the submitted details, precise specifications including a method statement of the creation of the pond shall have been submitted to and approved by the Local Planning Authority before the implementation of any works within the Root Protection Areas of the protected trees, primarily G4 and G5 (as referenced within Clitheroe Old Hospital, A671, Chatburn Rd Tree Preservation Order 2017).

Any excavation within the Root Protection Area (RPA) of the protected trees shall be carried out by hand tools unless an arboriculturalist is present to monitor vehicle use. Any vehicle used in this way must work from existing hard standing and not enter the soft ground at any time.

If any roots are uncovered which are larger than 25mm or in clumps larger than 25mm all works should stop as the roots may be essential to the trees health and safety and appropriate action must be taken , in accordance with BS5837 (2012): Trees in Relation to Construction.

REASON: To protect trees of landscape and visual amenity value on and adjacent to the site or those likely to be affected by the proposed development in accordance with Key Statement EN2 and Policies DME1 and DME2 of the Ribble Valley Core Strategy.

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28. 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 a Woodland Management Plan, including long-term design objectives, management responsibilities, maintenance schedules and phasing/timetable of works to be undertaken for G1 (as referenced within Clitheroe Old Hospital, A671, Chatburn Rd Tree Preservation Order 2017) has been submitted to and approved in writing by the Local Planning Authority. The Woodland Management Plan shall be carried out in complete accordance with the approved details, including the approved phasing/timetable of works.

REASON: To ensure the proper long-term management of retained woodland areas in the interests of visual amenity and biodiversity in accordance with Key Statements EN2 and EN4 and Policies DME1, DME2 and DME3 of the Ribble Valley Core Strategy.

#### **Contamination**

29. The development hereby approved shall adhere to the recommendations, mitigation measures and conclusions detailed within the "Ground Investigation Report" (Ref: A094939 - February 2017).

REASON: In the interests of providing an appropriate environment for the end users of the development and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

#### **Residential Amenity**

30. Unless otherwise agreed in writing by the Local Planning Authority, no building or engineering operations within the site or deliveries to and from the site shall take place other than between 07:30 hours and 18:00 hours Monday to Friday and between 08:30 hours and 14:00 hours on Saturdays, and not at all on Sundays or Bank Holidays.

REASON: In order to protect the amenities of existing residents in accordance with Policy DMG1 of the Ribble Valley Core Strategy.

31. Notwithstanding the requirements of condition 2 of this approval, the following windows shall be obscurely glazed to a minimum of level 3 on the Pilkington Scale (where 1 is the lowest and 5 the greatest level of obscurity) and shall be non-opening unless the parts of the window which can be opened are more than 1.7 metres above the floor level of the room in which the window is installed:

First floor landing window in the rear elevation of the Ashdown House Type;  
First floor bathroom window in side elevation of the Churchill House Type;  
First floor ensuite, bathroom and landing windows in both side elevations of the Cleveland House Type;  
First floor landing and ensuite windows in both side elevation of the Maidstone House Type;  
First floor bathroom and landing windows in both side elevation of the Oakhurst House Type;  
First floor bathroom and landing windows in both side elevation of the Welland House Type;  
First floor bathroom window in the side elevation of the Windermere House Type;  
First floor bathroom window in the side elevation of the Winster House Type;

The duly installed window shall be retained as such thereafter.

REASON: To safeguard the privacy of occupiers of neighbouring dwellings and to ensure satisfactory levels of amenity for residents in accordance with the requirements of Policy DMG1 of the Ribble Valley Core Strategy.

#### Noise

32. The development hereby approved shall adhere to the recommendations, mitigation measures and conclusions detailed within the submitted "Noise Assessment" (Ref: A103492 - June 2017).

REASON: To ensure satisfactory levels of amenity for residents in accordance with the requirements of Policy DMG1 of the Ribble Valley Core Strategy.

#### Archaeology and Heritage

33. No development shall take place until the applicant, or their agent or successors in title, has secured the implementation of a programme of archaeological building recording and analysis. This must be carried out in accordance with a written scheme of investigation, which shall first have been submitted to and agreed in writing by the Local Planning Authority. The programme of recording should comprise a Level 3 record, as set out in 'Understanding Historic Buildings' (Historic England 2016). It should be undertaken by an appropriately experienced and qualified professional archaeological contractor to the standards and guidance set out by the Chartered Institute for Archaeologists.

REASON: To ensure and safeguard the recording and inspection of matters of archaeological/historical importance associated with the site in accordance with Policy DME4 of the Ribble Valley Core Strategy.

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34. No development shall take place until the applicant, or their agent or successors in title, has undertaken a photographic record of the interior, exterior and immediate surroundings of the former workhouse and infirmary buildings and submitted details of a method of "interpretation" (in relation to the former Clitheroe Union Workhouse) to be installed at the site. The submitted details shall include the content of this "interpretation", its design and siting, and a timetable for its installation on site, and the development shall be carried out in complete accordance with the approved details.

REASON: To ensure and safeguard the recording and inspection of matters of archaeological/historical importance associated with the site in accordance with Policy DME4 of the Ribble Valley Core Strategy.

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**Drainage**

35. No development shall commence until final details of the design, based on sustainable drainage principles, and implementation of an appropriate surface water sustainable drainage scheme have been submitted to and approved in writing by the local planning authority.

Those details shall include, as a minimum:

- a) Information about the lifetime of the development, design storm period and intensity (1 in 30 & 1 in 100 year + allowance for climate change see EA advice Flood risk assessments: climate change allowances'), discharge rates and volumes (both pre and post development), temporary storage facilities, the methods employed to delay and control surface water discharged from the site, and the measures taken to prevent flooding and pollution of the receiving groundwater and/or surface waters, including watercourses, and details of floor levels in AOD;
- b) The drainage strategy should demonstrate that the surface water run-off must not exceed 6.17 litres per second. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.
- c) Any works required off-site to ensure adequate discharge of surface water without causing flooding or pollution (which should include refurbishment of existing watercourses (open or culverted) and headwalls or removal of unused culverts where relevant);
- d) Flood water exceedance routes, both on and off site;
- e) A timetable for implementation, including phasing as applicable;
- f) Evidence of an assessment of the site conditions to include a site investigation and test results to confirm infiltrations rates.
- g) Details of water quality controls, where applicable.

The scheme shall be implemented in accordance with the approved details prior to first occupation of any of the approved dwellings, or completion of the development, whichever is the sooner. 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 and to ensure there is no flood risk on or off the site resulting from the proposed development in accordance with Policy DME6 of the Ribble Valley Core Strategy.

36. No development shall commence until details of an appropriate management and maintenance plan for the sustainable drainage system for the lifetime of the development have been submitted which, as a minimum, shall include:

a) The arrangements for adoption by an appropriate public body or statutory undertaker, management and maintenance by a Residents' Management Company

b) Arrangements concerning appropriate funding mechanisms for its on-going maintenance of all elements of the sustainable drainage system (including mechanical components) and will include elements such as:

i. on-going inspections relating to performance and asset condition assessments

ii. operation costs for regular maintenance, remedial works and irregular maintenance caused by less sustainable limited life assets or any other arrangements to secure the operation of the surface water drainage scheme throughout its lifetime;

c) Means of access for maintenance and easements where applicable.

The plan shall be implemented in accordance with the approved details prior to first occupation of any of the approved dwellings, or completion of the development, whichever is the sooner. Thereafter the sustainable drainage system shall be managed and maintained in accordance with the approved details.

REASON: To ensure that appropriate and sufficient funding and maintenance mechanisms are put in place for the lifetime of the development. To reduce the flood risk to the development as a result of inadequate maintenance and to identify the responsible organisation/body/company/undertaker for the sustainable drainage system in accordance with Policy DME6 of the Ribble Valley Core Strategy.

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

REASON: In order to reduce the risk of flooding in accordance with Policy DME6 of the Ribble Valley Core Strategy and the National Planning Policy Framework.

38. 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 in accordance with Policy DME6 of the Ribble Valley Core Strategy and the National Planning Policy Framework.

**Note(s)**

1. For rights of appeal in respect of any condition(s)/or reason(s) attached to the permission see the attached notes.
2. The applicant is advised that should there be any deviation from the approved plan the Local Planning Authority must be informed. It is therefore vital that any future Building Regulation application must comply with the approved planning application.
3. The Local Planning Authority operates a pre-planning application advice service which applicants are encouraged to use. Whether or not this was used, the Local Planning Authority has endeavoured to work proactively and positively to resolve issues and considered the imposition of appropriate conditions and amendments to the application to deliver a sustainable form of development.
4. The alterations to the existing highway as part of the new works may require changes to the existing street lighting at the expense of the client/developer.
5. The grant of planning permission will require the applicant to enter into an appropriate Legal Agreement, with the County Council as Highway Authority. The Highway Authority hereby reserves the right to provide the highway works within the highway associated with this proposal. Provision of the highway works includes design, procurement of the work by contract and supervision of the works. The applicant should be advised to contact the contact the Environment Directorate for further information by telephoning the Developer Support Section on 0300 123 6780, or emailing the Developer Support Section, Lancashire County Council, Environment Directorate, at [lhscustomerservice@lancashire.gov.uk](mailto:lhscustomerservice@lancashire.gov.uk)
6. The grant of planning permission does not entitle a developer to obstruct a right of way and any proposed stopping-up or diversion of a right of way should be the subject of an Order under the appropriate Act.

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7. No work to any trees covered by a TPO (other than the removal of two trees within the application) shall be undertaken without the relevant works to trees application being submitted to the LPA.
8. For the avoidance of doubt, this response does not grant the applicant permission to connect to the ordinary watercourse(s) and, once planning permission has been obtained, it does not mean that land drainage consent will be given.
9. The applicant should obtain Land Drainage Consent from Lancashire County Council before starting any works on site. Information on the application process and relevant forms can be found via the following website: [www.lancashire.gov.uk/flooding](http://www.lancashire.gov.uk/flooding).

**JOHN HEAP**  
**DIRECTOR OF COMMUNITY SERVICES**



**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:-



A handwritten signature in black ink, consisting of stylized initials and a surname.

**Authorised Signatory**

**THE COMMON SEAL OF  
RIBBLE VALLEY BOROUGH COUNCIL**

was hereunto affixed to this Deed in the presence of :-



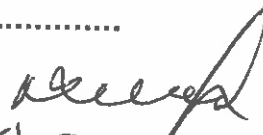
**Mayor** A handwritten signature in black ink, consisting of stylized initials and a surname.

**Chief Executive** A handwritten signature in black ink, reading "M.H. Swett".

EXECUTED AS A DEED by NHS PROPERTY

SERVICES LIMITED acting by ~~two~~ <sup>a</sup> Directors

Director.....

in the presence of: 

Witness: Mrs Khonon

Witness name:

Address:

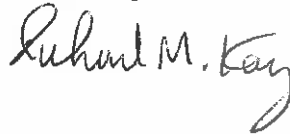
99 Gresham Street  
London EC2V 7NG

Director..... Occupation: Transaction  
Coordinator


SIGNED as a Deed by

MCDERMOTT DEVELOPMENTS LIMITED

acting by a Director



in the presence of:-

Witness signature.....

Witness name..... MARK WILKINSON

Witness address..... 2 TOWNFIELD CLOSE

LONGFORD, PRESTON

Witness occupation..... TECHNICAL DIRECTOR