

DATED 17th September 2018

SKIPTON PROPERTIES LIMITED

-and-

LANCASHIRE COUNTY COUNCIL

-and-

RIBBLE VALLEY BOROUGH COUNCIL

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

relating to land known as Land at Victoria Mill, Sabden



Leeds & Bradford  
Ref: MSB/SKI94/625

**THIS AGREEMENT AND DEED** is made the 17<sup>th</sup> day of September 2018

**BETWEEN**

1. **SKIPTON PROPERTIES LIMITED** (Company Registration No. 02158429) of Skipton House, Riparian Court, Riparian Way, Crosshills, West Yorkshire, BD20 7BW (hereinafter called "the Owner")
2. **LANCASHIRE COUNTY COUNCIL** of County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter called "the County Council")
3. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA (hereinafter called "the Council")

**WHEREAS**

- (1) The Owner is the registered proprietor of land at Victoria Mill, Sabden the title of which land is registered at HM Land Registry under numbers LA644481 and LA617220 and shown edged red on Plan 1 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 contained in Schedule 1 of this Agreement are enforceable.
- (3) The County Council is the highway authority for the area within which the Property is situated by whom the obligations contained in schedule 3 of this Agreement are enforceable.
- (4) The Owner on the 23<sup>rd</sup> day of April Two thousand and eighteen applied to the Council for planning permission for a development comprising inter alia 30 residential units on the Property as detailed in the plans and particulars deposited with Council under reference 3/2018/0361.
- (5) The Council is satisfied that the development is such as may be approved by it under the Act of 1990 (as amended) but subject to the Owner entering into this Planning Obligation Agreement in accordance with Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act").

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS**

1.1 In this Agreement unless the context otherwise requires:

**Application**

"Application" means the application for Planning Permission submitted to the Council reference number 3/2018/0361 for residential use and associated amenities on the Property.

**Bus Stop Contribution**

"Bus Stop Contribution" means the sum of Twenty thousand pounds (£20,000).

**Development**

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

**Dispose**

"Dispose" means in relation to the transfer of an interest in property the transfer of freehold interest or of a leasehold interest of 99 years or more.

**Public Open Space Contribution**

"Public Open Space Contribution" means the sum of seventeen thousand seven hundred and eighty five pounds (£17,785).

**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 investigation preparatory works including ground, modelling and contamination remediation works and "Implement" and "Implemented" shall be construed accordingly.

**Management Company**

"Management Company" means the body to be established inter alia to manage the communal parts of the Property.

**Market Dwellings**

"Market Dwellings" means Residential Units excluding the Over 55 Accommodation.

**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 communal areas.

**Over 55 Accommodation**

"Over 55 Accommodation" means the two Residential Units identified as Plot 12 and Plot 15 as shown on Plan 2.

**Plan 1**

"Plan 1" means the Property location plan being Drawing No 1582SPL/VMS-LP01 annexed hereto.

**Plan 2**

"Plan 2" means the site layout arrangement plan being Drawing No 1582SPL/VMS-SL01 Revision K annexed hereto.

**Planning Permission**

"Planning Permission" means the Planning Permission granted pursuant to the Application.

**Residential Unit**

"Residential Unit" means any unit including house, flat or maisonette to be constructed on the Property pursuant to the Planning Permission primarily for the purpose of residential occupation.

**Working Day**

"Working Day" means a day other than a Saturday or Sunday or public holiday in England.

**Interpretation**

- 1.2 The headings in this Agreement do not and will not by implication from any part of this Agreement and shall have no legal force whatsoever.

- 1.3 Unless the context requires otherwise reference to this Agreement to a clause schedule or paragraph are references respectively to a clause schedule of paragraph of this Agreement.
- 1.4 Where any part to this Agreement comprises two or more persons any obligation on the part of that party contained or implied in this Agreement 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 party or any of those persons.
- 1.5 A reference to any statute or statutory section shall be taken to include 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 Agreement is a Planning Obligation with the intent to bind the Property and the Owner and Successors in title to observe and perform the covenants herein.
- 2.2 The obligations of this Agreement shall take effect on 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 Agreement after he shall have parted with his interest in the Property or the part in respect of which such a breach occurs but without prejudice to liability for any existing breach of covenant prior to parting with such interest.
- 2.4 This Agreement 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 mortgagee in possession.
- 2.5 The provisions of this Agreement 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 Owner) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 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 Agreement shall forthwith determine and cease to have effect.
- 3.2 Nothing in this Agreement 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 Agreement and this Agreement shall not apply to development carried out under any planning permission other than the Planning Permission.
- 3.3 In the event that any new planning permission is granted by the Council pursuant to an application made under section 73 of the 1990 Act to vary a condition of the Planning Permission (or any successor planning permission granted pursuant to an application made under section 73 of the 1990 Act) and unless the parties agree

otherwise the obligations in this Deed shall relate to and bind any subsequent planning permission and Development in this Deed shall where the context so admits be construed to include reference to such section 73 application, the planning permission granted thereunder and the development permitted by such subsequent planning permission respectively.

4. **Registration**

This Agreement 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 Agreement 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 Agreement 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.

7.2 The Owner hereby covenants with the County Council to perform the obligations as specified in Schedule 3.

7.3 The Council hereby covenants to perform the obligations as specified in Schedule 2.

7.4 The County Council hereby covenants to perform the obligations as specified in Schedule 4.

8. **Miscellaneous**

8.1 Nothing in this Agreement shall affect, bind or be enforceable against any individual person in respect of any completed Residential Unit and its curtilage acquired or leased by them for residential occupation on the Property.

8.2 Nothing in this Agreement is intended to restrict the exercise by the Council of any of its powers.

8.3 If any provision in this Agreement 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 Agreement is a Deed and is enforceable by the Council and the County Council.

8.5 The Council and the County Council will upon written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled 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 Agreement shall except as otherwise expressly provided be referred to the

decision of a single arbitrator to be agreed by the parties or failing agreement between them to 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 Owner shall pay the Council's and the County Council's legal fees incurred in relation to this Agreement on the date of this Agreement in the sum of £730 (seven hundred and thirty pounds) and £250 (two hundred and fifty pounds) respectively.

## **SCHEDULE 1**

The Owner covenants with the Council as follows:

**1. Over 55 Accommodation**

- 1.1 that the Over 55 Accommodation shall not be Occupied by a person under the age of 55 years except that in the circumstances of a married couple or civil partnership at least one person in the married couple or civil partnership shall be not less than 55 years of age; unless otherwise agreed in writing by the Council.
- 1.2 that the internal arrangements of the Over 55 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 revision).
- 1.3 that each Residential Unit of Over 55 Accommodation shall not be first Occupied by or Disposed of to any person except where that person is approved in writing by the Council as meeting the requirements of paragraph 1.1 of this Schedule 1 provided:
  - 1.3.1 that if no such approval is forthcoming from the Council within 10 Working Days of receipt of request for approval such approval shall be deemed to be given;
  - 1.3.2 that if within 2 months of commencing the marketing of the Residential Units of the Over 55 Accommodation (which shall not begin prior to practical completion of those units) no contract is entered into by a person who satisfies the requirements of paragraph 1.1 of this Schedule 1 for the purchase of such Residential Units the Residential Units of Over 55 Accommodation may be sold free of the restriction in paragraph 1 of this Schedule 1;
- 1.4 that except where Disposed of pursuant to paragraph 1.3.2 above subsequent Occupation of the Residential Units of Over 55 Accommodation shall be approved in writing by the Management Company unless otherwise agreed in writing with the Council.

**2. Public Open Space Contribution**

To pay the Council the Public Open Space Contribution within 2 months following the Occupation of the fifteenth (15<sup>th</sup>) Residential Unit.

The Public Open Space Contribution is calculated on the following occupancy ratios at a rate of £216.90 cost per person

1 bed unit = 1.3 persons

2 bed unit = 1.8 persons

3 bed unit = 2.5 persons

4 bed unit = 3.1 persons

5 bed unit = 3.5 persons

The proposed housing mix on the Property is as follows

19 x 3 bedroom dwellings

10 x 4 bedroom dwellings

1 x 5 bedroom dwellings

## **SCHEDULE 2**

1. The Council covenants with the Owner as follows:
  - (a) Forthwith to grant the planning permission;
  - (b) To apply the Public Open Space Contribution towards the improvement and future maintenance of existing play facilities and youth activities in Sabden provided that if the Public Open Space Contribution has not been utilised or committed for such purposes within five years of it being received by the Council to repay the person who made the payment or his nominee any part of the Public Open Space Contribution not so used within 28 days of the end of the five year period;
  - (c) The Council shall hold the Public Open Space Contribution in an interest bearing account pending use for the purpose set out in paragraph 1(b) above;
  - (d) Upon request the Council shall provide to the person who made the payment or his nominee reasonable evidence as to the expenditure of the Public Open Space Contribution.



### **SCHEDULE 3**

The Owner covenants with the County Council as follows:

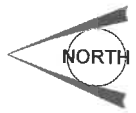
1. Bus Stop Contribution








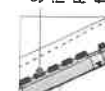


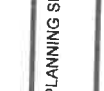

To pay the County Council the Bus Stop Contribution within two months following the Occupation of the fifteenth Residential Unit.

#### **SCHEDULE 4**

The County Council's covenants with the Owner:

1. Use and return of contribution
  - 1.1 The County Council shall not use the Bus Stop Contribution other than for the purpose of a contribution towards the cost of the demolition of the existing bus shelter on land at the junction of Watt Street and Whalley Road as shown on Plan 2 and its replacement with a new bus shelter and associated public realm improvements;
  - 1.2 The County Council shall hold the Bus Stop Contribution in an interest bearing account pending use for the purpose set out in paragraph 1.1 above;
  - 1.3 If on the day 3 years after the day on which the Bus Stop Contribution was received the replacement bus shelter has not been provided the County Council shall return the Bus Stop Contribution to the person who made the payment or his nominee together with any interest earned on it;
  - 1.4 Upon request, the County Council shall provide to the person who made the payment or his nominee reasonable evidence as to the expenditure of the Bus Stop Contribution.

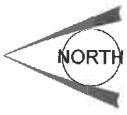


-  Extent of Application Site Boundary in red (Title check against Survey awaited before boundary detailing can be further assessed)
-  Extent of proposed adoptable highway
-  Shared Drive Areas
-  Private Drive Spaces
-  Existing Neighbouring Trees with Root Protection Zone
-  Existing Trees removed
-  Public Access Spaces
-  Public Spaces Fencing - Railings at 1.1m in Height
-  Public Realm Screening - Stone Walling at 1.8m in Height
-  Stone Walling at 1.2m in Height to protect Private Dwelling Areas from Public Spaces
-  Stone Walling at 1.8m in Height with railing panels to open views over the Brook
-  Timber screen at 1.8m in Height to Plot frontages
-  Plot Divisional Fencing

Terracing to Pendle

# Watt Street / Whalley Road, Sabden

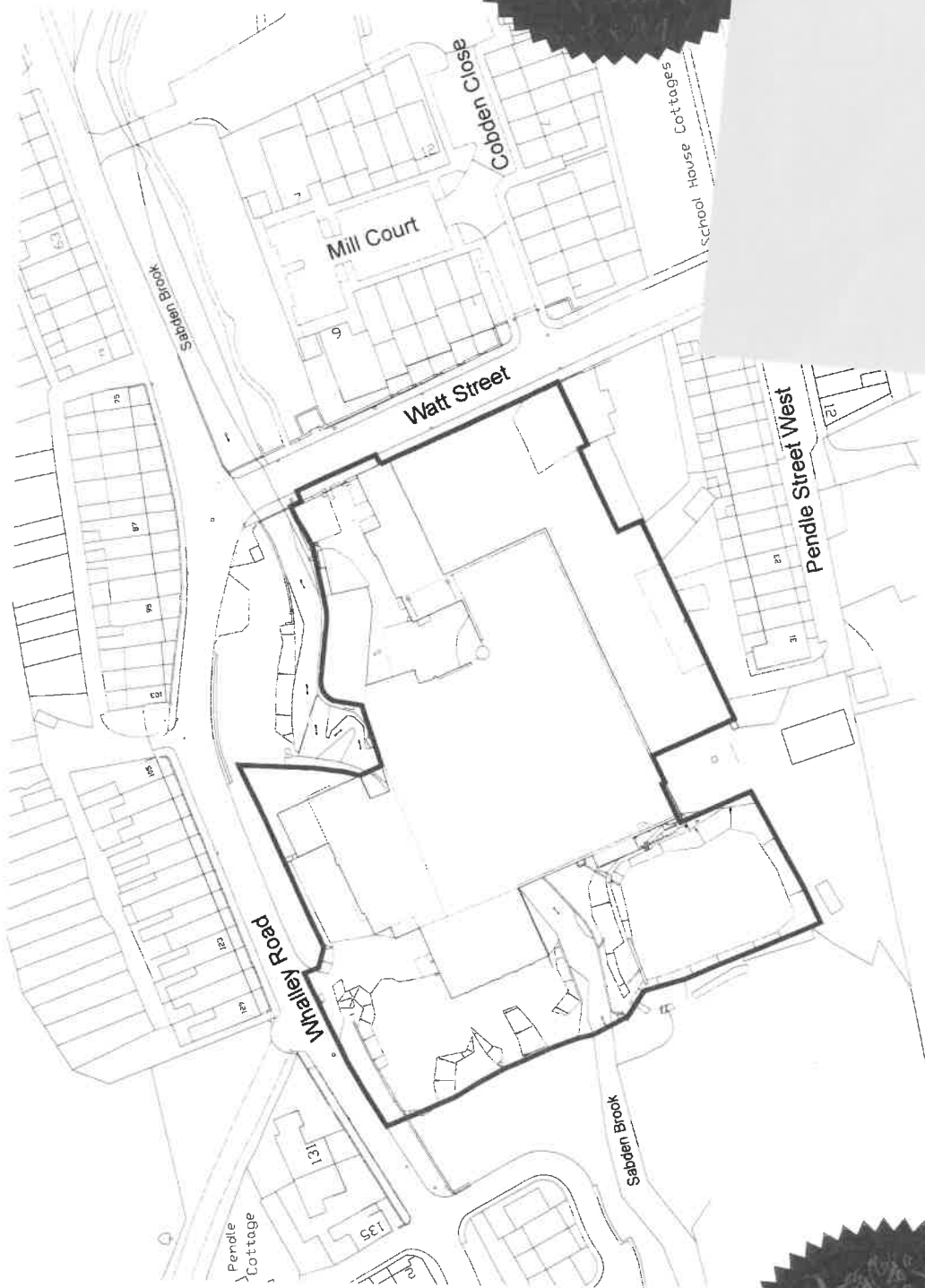
PLANNING SUBMISSION



**DCI ASSOCIATES**  
 DCI Associates Limited  
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 Southey Park Farm  
 Southey  
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 DE13 2BN  
 Tel: 01332 801037  
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Client	DCI
Project	Watt Street
Drawn	1/10/04
Checked	2/10/04
Scale	1:1000
Sheet	1 of 1
Revision	

A3



*Jason*  
 Authorized Signatory



27345

# Watt Street / Whalley Road, S...

PLANNING SUBMISSION

**IN WITNESS** whereof this Deed has been duly executed by the parties the day and year first before written

THE COMMON SEAL OF )

**RIBBLE VALLEY BOROUGH COUNCIL** )

was hereunto affixed to this Deed in the )

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