

DATED 5<sup>th</sup> march 2010

**NEW PROGRESS HOUSING ASSOCIATION LIMITED (1)**

**- AND -**

**LANCASHIRE COUNTY COUNCIL (2)**

**- AND -**

**LANCASTER CITY COUNCIL (3)**

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**PLANNING OBLIGATION**

**made under Section 106 of the**

**TOWN AND COUNTRY PLANNING ACT 1990**

**relating to**

**land at Moor Platt, Caton, Lancaster**

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APC/C/2482

**THIS PLANNING OBLIGATION** is given the 5<sup>th</sup> day of March 20010

**BY: -**

- (1) NEW PROGRESS HOUSING ASSOCIATION LIMITED of Sumner House 21 King Street Leyland Lancashire PR25 2LW (registered under the Industrial and Provident Societies Act 1965 No. IP27792R("the Developer"))

**AND: -**

- (2) LANCASHIRE COUNTY COUNCIL of PO Box 78, County Hall, Preston, Lancashire, PR1 8XJ ("the Owner/Nominator")

**TO: -**

- (3) LANCASTER CITY COUNCIL of Town Hall, Dalton Square, Lancaster, LA1 1PJ ("the Council")

**WHEREAS:**

1. The Council is the local planning authority for the purposes of the Act for the area which includes the Site.
2. The Owner/Nominator is the proprietor of the unregistered freehold interest in the Site and with the Developer under the name of Progress Care Housing Association has applied to the Council for outline planning permission to develop the Site in the manner and for the uses set out in the planning application. The application was received by the Council on 12 September 2006 and given reference number 06/01115/OUT by the Council. The application seeks planning permission to develop the Site by the erection of extra care/continuing care retirement housing.
3. The Owner/Nominator will sell the site to the Developer subject to contract but remain as the Nominator.
4. The Council has resolved that it will grant planning permission pursuant to the planning application subject to the completion of this Deed.
5. The Developer has entered into these obligations in order to enable the Council to grant planning permission for the Site without which planning permission for the Development would not have been granted.
6. The Developer intends that the obligations in this Agreement should be enforceable by the Council against the Developer and any subsequent owner of any of the Site as provided in this Agreement.
7. The Developer, Owner/Nominator and the Council are committed to the over-arching philosophy and ethos of extra care housing, and working together to help support the residents living within the proposed scheme to live as independently as possible in a safe and well managed environment.

**NOW THIS AGREEMENT WITNESSETH** as follows:

**DEFINITIONS AND INTERPRETATION**

In this Agreement the following terms shall have the meanings as set out below:

The Act	the Town and Country Planning Act 1990, (as amended)
Affordable Housing	subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market.
Affordable Housing Unit	a Residential Unit which is a Unit of Affordable Housing
Commencement Date	the date on which the Development is begun as established in accordance with subsections 56 (2) and (3) of the Act but disregarding paragraph (aa) of subsection 56 (4)
Dispose	a lease of an Affordable Housing Shared Ownership Unit at the discretion of the Developer or subsequent owner and includes any subsequent sale or re-lease
Registered Social Landlord (in this case the Developer unless other substituted)	a Registered Social Landlord as defined in Part 1 of the Housing Act 1996 (as amended) who is registered with the Housing Corporation pursuant to section 3 of that Act and has not been removed from the register pursuant to section 4 of that Act and who is approved by the Council (such approval not to be unreasonably withheld or delayed)
Residential Unit	a unit to be constructed on the Site for occupation as an extra care/continuing care retirement home and which shall be made available in accordance with the terms of this Agreement and which may be an Affordable Housing Unit
Shared Ownership Unit	an Affordable Housing unit managed by a Registered Social Landlord made available to an Approved Person eligible to join the Registered Social Landlord's housing register
Social Rented Unit	housing for social rent managed by a Registered Social Landlord made available to an Approved Person eligible to join the Registered Social Landlord's housing register
The Development	development of the Site in accordance with the Planning Permission

The Nominator	the Lancashire County Council Adult and Community Services Department or its representative
The Plan	the plan attached at Annex 1 of this Agreement
The Planning Application	the planning application for planning permission given reference number 06/0115/OUT
The Planning Permission	the planning permission to be granted pursuant to the Planning Application in the terms of the draft planning permission at Annex 2 of this Agreement
The Site	the land at Moor Platt, Caton shown edged red on the Plan
Working Day	any day except Saturday, Sunday and Bank or other public holidays in England

1. Reference to any party to this Agreement shall include the successors in title of that party and in the case of the Council the successors to its functions as local planning authority.
2. The masculine feminine and neuter genders include each of the other genders and the singular includes the plural and vice versa.
3. This Agreement is made pursuant to the provisions of section 106 of the Act and the covenants in it are intended to be planning obligations with the intention of binding the Site and every part of it in accordance with that section.
4. If any covenant in this Agreement is not a planning obligation within the meaning of the Act it is made under the powers in section 111 of the Local Government Act 1972 and any other powers which enable the Council to enter into it.
5. The Council is the local planning authority by which the planning obligations in this Agreement are enforceable.
6. The covenants contained in this Agreement will come into effect on the Commencement Date unless this Agreement says otherwise.
7. No person shall be liable for any breach of any of the covenants restrictions or obligations in this Agreement occurring after he shall have parted with his interest in the Site or the part in respect of which the breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
8. This Agreement will no longer have effect if:
  - 8.1 the Planning Application is refused, or the Planning Permission expires or is quashed, revoked or otherwise withdrawn or modified so as to render the Agreement or any part of it irrelevant or impractical or unviable save as to any minor modifications to the Development as shall be agreed from time to time by the Council and the Developer prior to the Commencement Date, or

- 8.2 after the date of this Agreement, the Site is lawfully developed in a way which makes it impractical for the Planning Permission to be implemented.
9. The Developer covenants to observe and perform the covenants set out in Schedule 1.
10. The covenants in this Agreement are not enforceable against any individual who has bought a Residential Unit which has been built on the Site or against any statutory undertaker in respect of any part of the Site occupied by it for the purpose of its Agreement.
11. The Developer does not intend that any of the terms of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it or not a successor in the title to such a party.
12. This Agreement will be registered as a local land charge.
- 13.1 Except as to matters of law and subject to the express provisions of this Agreement to the contrary any dispute or difference arising between the parties as to any of the provisions of this Agreement and/or their respective rights duties or obligations or as to any other matter or thing in any way arising out of or in connection with the subject matter of this Agreement shall forthwith be referred by the parties or any of them for determination by an independent person ("the Expert") to be agreed upon between the parties and failing such agreement within ten (10) Working Days of any party calling upon the others to agree to be appointed on the application of the parties or any of them by the President for the time being of The Royal Institution of Chartered Surveyors or any successor Institute ("the President").
- 13.2 The Expert shall act as an expert and make his determination within twenty (20) Working Days from the date of his appointment such determination to be made in writing giving full reasons therefore and shall be binding upon the parties.
- 13.3 If the Expert shall die delay or become unwilling or incapable of acting or if for any reason the President shall in his absolute discretion think fit he may in writing discharge the Expert and appoint another in his place.
- 13.4 It is hereby agreed and declared that :
- (a) the Expert shall afford to the parties the opportunity to make representations in writing and consider any written representations made by or on behalf of the parties hereto which are received by him within ten (10) Working Days after the parties have been afforded such an opportunity and each party shall be entitled to receive a copy of any such written representations made by or on behalf of the other parties and within five (5) Working Days of such receipt to make written counter-representations;
  - (b) the Expert shall be entitled to call for such independent expert advice on such matter as he shall think fit;
  - (c) the Expert shall have an unfettered discretion to determine the reference to him;

- (d) the fees and expenses of the Expert including the cost of his appointment shall be borne equally between the parties (and if any party shall pay the Expert's fees and expenses it shall be entitled to recover one one half or one third as appropriate from the other party or from the other two parties) unless the Expert shall direct otherwise and he shall have power so to direct if he considers it reasonable to do so having had regard to the conduct of the parties during the course of the dispute in question.
- 14 Where this Agreement provides for any consent or approval to be given, such consent or approval is not to be unreasonably withheld or delayed.
- 15 The Developer agrees to pay prior to completion of this Agreement the sum of £300 in payment of the Council's reasonable legal and administrative charges in connection with the preparation of this Agreement.

## **SCHEDULE 1**

### **Part 1 – Occupation of the Development**

- 1.1 In the first instance and in perpetuity the Developer will ask the Nominator to nominate nominees to be residents of the Development. If the Nominator has not nominated a nominee within 21 days of receiving a request from the Developer so to do, then paragraph 2 hereof will apply.
- 1.2 The nominees will be those persons considered by the Nominator to be in need of the facilities within the Development and will relate only to persons of 60 years and over [although they may have partners of a lower age].
- 1.3 The criteria through which nominees will be considered will include persons who meet one or more of the following criteria:
  - 1.3.1 Would otherwise need to enter a registered care home or nursing home;
  - 1.3.2 Fall within the criteria set out in the Department of Health's Fair Access to Care as adopted by Lancashire County Council Adult and Community Services and set out in Schedule 2.
  - 1.3.3 Have low care needs but are aged 60 or over and have been identified as benefiting from the services or support available at the development
- 1.4 The Nominator will make the assessment on care needs and not on the ability to pay.
- 2.1 In circumstances where the Nominator is itself unable to propose sufficient residents for every vacancy within the Development, the Developer will be able to propose residents to the Nominator for their assessment. Such residents will be considered in the following priority order:
  - 2.1.1 Persons residing or having family connections in the Lune Valley [to consist of the Parishes of Caton with Littleddale, Quernmore, Halton with Aughton, Claughton, Gressingham, Hornby with Farleton];
  - 2.1.2 Persons residing or having family connections in the remainder of the rural areas of the City of Lancaster and the Lune Valley;
  - 2.1.3 Persons residing or having family connections in the remainder of the City of Lancaster.
  - 2.1.4 A person who meets the criteria in paragraph 1 above.
- 2.2 Where paragraph 2.1 is applicable, the Developer shall allow the expiry of a minimum period of 6 weeks to advertise for nominee residents to be proposed to the Nominator for assessment for each of the above categories set out in sub clauses 2.1.1 – 2.1.4 in descending order of priority.



- 2.3 The approval required from the Nominator under paragraph 2.1 above shall not be unreasonably withheld or delayed and shall be deemed to have been given if no refusal has been notified by the Nominator to the Developer within 21 days of receipt by the Nominator of the written request.
3. When a resident of the Development wishes to sell or dispose of their property, the resident will be required first to notify the Developer so that the nomination process set out in paragraphs 1 and 2 above may be carried out.
4. Any prospective resident not approved by the Nominator or deemed to have been approved pursuant to paragraph 2.3 above may not purchase a property from the Developer or any other party on the Site.
5. The properties within the Development will only be available as leasehold with the freehold being retained by the Developer. The purchase of the leasehold will be made available through three methods being:
  - 5.1 Outright Purchase;
  - 5.2 Shared Ownership with the purchaser buying a percentage of the Leasehold property and renting the remainder from the Developer. The split between the owned part and rented portion can be varied to suit the individual purchasers' needs and circumstances;
  - 5.3 Equity Release.
6. All of the methods set out in paragraph 5 above will be available on each occasion and each re-sale to prospective purchasers who have been approved by the Nominator, but will take place through the Developer. There will be no limit on the ratio of each or any of these options across the Site.
7. Any disposal of the equity of any property comprised within the Development shall contain an option to buy back clause in favour of the Developer to be exercised on each disposal of the property by the transferee to permit the Developer to be able to re-purchase, at the discretion of the Developer, any equity acquired in the leasehold title of the property by the previous transferee.

## **Part 2 – Affordable Housing**

- 8 The Developer covenants with the Council that 7 of the units to be constructed on the Site pursuant to the Planning Permission shall be Affordable Housing Units of which 3 units will be Affordable Housing Shared Ownership Units and 4 shall be Affordable Housing Social Rented Units.
- 9 Each Affordable Housing Unit shall be occupied only by an Approved Person.
- 10 An Approved Person is:
  - 10.1 a person who meets the criteria for Affordable Housing for rent operated from time to time by the Registered Social Landlord;



- 10.2 a person who meets the criteria for low cost home ownership operated from time to time by the Registered Social Landlord and who cannot gain access to housing through the open market due to the differential level between local housing costs and income levels;
  - 10.3 a person who meets the criteria following the assessment on case needs made by the nominator.
- 11 The Approved Persons will be considered in the following priority order:
  - 11.1 persons residing or having family connections in the Lune Valley, i.e. the Parishes of Caton with Littledale, Quernmore, Halton with Aughton, Claughton, Gressingham, Hornby with Farleton;
  - 11.2 persons residing or having family connections in the remainder of the rural areas of the City of Lancaster;
  - 11.3 persons residing or having family connections in the City of Lancaster;
  - 11.4 any person meeting criteria in paragraph 10 above.
- 12 The Registered Social Landlord will manage the Affordable Housing Units in accordance with its usual and normal shared ownership terms or housing for social rent terms and conditions of the type and style recommended by the Home and Communities Agency.
- 13 The Registered Social Landlord shall require each Approved Person who acquires an Affordable Housing Unit to enter into an agreement with the Registered Social Landlord requiring the Approved Person to occupy it as their sole main residence.
- 14 The Registered Social Landlord shall not Dispose of or cause or permit the disposal of the Affordable Housing Unit other than for the purpose of providing either Affordable Housing Social Rented Units or Affordable Housing Shared Ownership Units by way of tenancies to persons who meet the criteria operated from time to time by the Registered Social Landlord for Social Rented Units or for Shared Ownership Units.
- 15 The Registered Social Landlord shall require that each Affordable Housing Shared Ownership Unit shall not be offered to anyone other than an Approved Person and such person shall initially acquire a minimum equity of 50% unless the Registered Social Landlord agrees otherwise with the Approved person.
- 16 The rent of an Affordable Housing Shared Ownership Unit shall not exceed 3.75% of the equity retained by the Developer or subsequent owner.
- 17 The Registered Social Landlord shall require that each Affordable Housing Shared Ownership Unit is offered to each successive transferee (who must be an Approved Person as defined in paragraph 10) and in the priority order outlined in paragraph 11 above on the basis of the transferee acquiring a minimum equity of 50% unless the Registered Social Landlord has agreed otherwise with the transferee.

## **SCHEDULE 2**

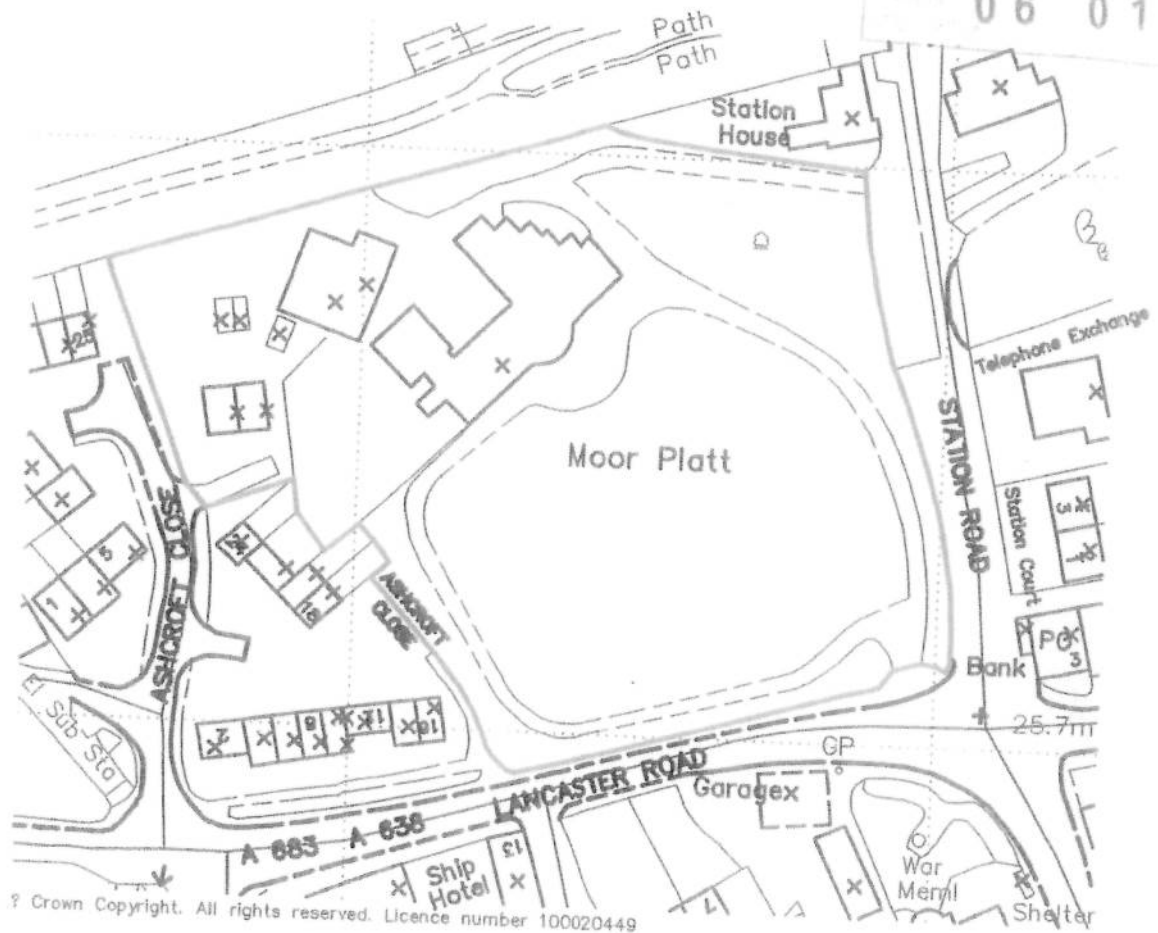
1. All nominations to the scheme will be considered by the Nominator in the light of a health and social care assessment. The content of this assessment is governed by national standards and takes into account presenting need in terms of physical and mental health issues, mobility, ability to self-care, suitability of current environment in terms of independence, support from others and the impact of these needs on carers. The single assessment process is forward looking and gauges the potential risk of medical conditions and cognitive ability to independent living. The assessment is multi-disciplinary and takes into account information and evidence from other professionals involved with older people.
2. The assessment information will then be considered against the Department of Health's Fair Access to Care as adopted by Lancashire County Council Adult and Community Services.
3. It is envisaged that the majority of nominations would be for people described as having care needs. However, in order to maintain a balanced, sustainable and vibrant community it will be beneficial to nominate a proportion of properties to people who have low to moderate needs who are likely to require more intensive care support in the future by nature of their age or frailty.

## **Annex 1**

LANCASTER CITY COUNCIL

12 SEP 2006

06 01115



*P.S. Laker*

Rev.			Initials	Date
1. This drawing is subject to copyright and is not to be reproduced in part or whole without approval. 2. Do not scale this drawing - Check all dimensions on site.				
Project <b>Moor Platt, Caton</b>			Checked by	
Dwg Title <b>Site Boundary</b> <b>Retirement Housing Scheme</b>			Client <b>LCC &amp; Progress Care</b>	
<b>CASSIDY + ASHTON</b> Architects Building Surveyors Planners Designers www.cassidyashton.co.uk caabs@cassidyashton.co.uk			Drawn <b>LJ</b>	Dwg No. <b>C2482</b>
7 East Cliff Preston Lancashire PR1 3JE Tel: 01772 258356 Fax: 01772 825000			Date <b>Sept. 06</b>	Rev. <b>P10</b>
1 Regency Chambers Jubilee way Bury Greater Manchester BL9 0JW Tel: 0161 762 5800 Fax: 0161 762 5801			Scale <b>1:1250</b>	<b>C+A</b>
Cheesire House Gorsey Lane Widnes WAB 0RP Tel: 0151 4236914 Fax: 0151 4236915				

## **Annex 2**

# DRAFT DECISION NOTICE FOR INTERNAL USE ONLY

Lancashire County Council &  
C/O CA Planning  
7 East Cliff  
Preston  
Lancashire  
PR1 3JE

Planning Services  
Development Control Team  
PO Box 4  
Town Hall  
Lancaster  
LA1 1QR

## TOWN & COUNTRY PLANNING ACT 1990 OUTLINE PLANNING PERMISSION

**Application No. :** 06/01115/OUT  
**Applicant :** Lancashire County Council &  
**Site Address :** Moor Platt Lancaster Road Caton Lancaster Lancashire  
LA2 9QJ  
**Proposal :** Erection of 36 extra care/continuing care retirement houses

Lancaster City Council hereby give notice that **OUTLINE PLANNING PERMISSION HAS BEEN GRANTED** for the development described above in accordance with your planning application dated 12 September 2006, and the plans, drawings and documents which form part of the application, subject to the following conditions and reasons:-

1. No development shall commence until approval of the details of the appearance and design of all buildings including energy efficiency proposals and the landscaping/boundary treatments (hereinafter called "the reserved matters") has been obtained from the local planning authority in writing.

An application for the approval of the reserved matters shall be made to the local planning authority before the expiration of 3 years from the date of this permission.

The development hereby permitted shall be begun either before the expiration of 3 years from the date of this permission, or before the expiration of 2 years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Reason: To comply with the requirements of Section 92 of the Town & Country Planning Act 1990.

2. The permission relates solely to the application as amended by the letter(s) and/or plan(s) received on 11 September 2008 and numbered 6548/P24.

Reason: For the avoidance of doubt and so that the local planning authority shall be satisfied as to the details.

3. The development hereby permitted shall be carried out in accordance with the submitted approved plans or any amended plans subsequently approved in writing by the local planning authority.  
Reason: To ensure a satisfactory standard of development.
4. No dwelling hereby approved shall be occupied other than in accordance with the provisions of the Planning Obligation made under Section 106 of the Town and Country Planning Act 1990 relating to this site and attached hereto.  
Reason: To ensure that the development is retained to serve the extra care needs of the local retirement community.
5. In accordance with this permission, a respite care unit shall be provided within the central care block, in accordance with a scheme to be submitted to and agreed in writing by the Local Planning Authority and thereafter retained and operated/used as such.  
Reason: To maximise the ability of the development to serve the extra care needs of the community.
6. No tree within the site shall be cut-down, up-rooted, topped, lopped or destroyed, nor any hedge within the site cut-down or grubbed out, without the prior written approval of the local planning authority.  
Reason: In the interests of the amenity of the area.
7. No development shall commence until details of the landscaping of the site, including wherever possible the retention of existing trees and hedges have been submitted to, and approved in writing by, the local planning authority. The approved scheme shall be implemented in the first planting season following completion of the development, or following first occupation/use, whichever is the earliest.

The approved scheme shall be maintained by the applicant or their successors in title thereafter for a period of not less than 10 years to the satisfaction of the local planning authority. This maintenance shall include the replacement of any tree or shrub which is removed, becomes seriously damaged, seriously diseased or dies, by the same species or different species, and shall be agreed in writing by the local planning authority. The replacement tree or shrub must be of similar size to that originally planted.

Details submitted shall be compliant with "BS 5837 (2005) Trees in relation to construction - recommendations" and shall include details of trees and hedges to be retained or removed, root protection zones, barrier fencing, and a method statement for all works in proximity to those trees or hedges to be retained during the development and construction period. Details shall also indicate the types and numbers of trees and shrubs, their distribution on site, those areas seeded, turfed, paved or hard landscaped, including details of any changes of level or landform and the types and details of all fencing and screening.

Reason: In the interests of the amenity of the area.

8. No development shall commence until a Landscape Management Plan, indicating long-term design objectives, management responsibilities and maintenance schedules for all landscape areas (other than any privately owned residential gardens) has been submitted to, and approved in writing by, the local planning authority. The Landscape Management Plan shall be adhered to at all times thereafter.  
Reason: To ensure that the approved landscaping scheme is implemented and maintained to an appropriate standard.
9. No part of the development hereby approved shall commence until a scheme for the construction of the off-site works has been submitted to and approved by the local planning authority in consultation with the Highway Authority.  
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.
10. No part of the development hereby approved shall be occupied until the approved scheme referred to in the condition above has been constructed and completed in accordance with the scheme details.



Reason: In order that the traffic generated by the development does not exacerbate unsatisfactory highway conditions in advance of the completion of the highway scheme/works.

11. The existing access shall be physically and permanently closed and the existing verge/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 to and to maintain the proper construction of the highway.
12. No development shall commence until details of wheel cleaning facilities within the site have been submitted to, and approved in writing by, the local planning authority. The approved facility shall be provided at all times during the site clearance and construction of the development hereby approved, and shall ensure that the wheels of vehicles are cleaned before exiting the site.  
Reason: To avoid the possibility of the public highway being affected by the deposit of loose materials thus creating a potential highway hazard.
13. The design of the central care block shall be amended to include a shower/changing area available to staff when necessary and three Sheffield Stands with an appropriate cover, shall be provided before the central care block is brought into use and thereafter retained, in accordance with schemes to first be submitted to and agreed in writing by the Local Planning authority.  
Reason: To encourage sustainable transport modes.
14. Before any of the dwellings hereby approved are first occupied, all of the visitor and village replacement car parking facilities shown on the approved site layout plan shall be provided. These areas shall thereafter be kept available for their approved purpose at all times. Signs shall be provided to show that the parking area at the entrance to the site is for both visitors to the care houses and local shoppers. Three of the mobility spaces shall be marked for the use of the disabled and the fourth marked for parent and child.  
Reason: In the interests of highway safety and convenience and to ensure adequate provision for those with special needs.
15. Before the development hereby approved is brought into use, the footpaths/cycle ways fronting Lancaster Road and the entrance to Station Road, as indicated on the approved site layout plan, shall be provided and thereafter retained with public access. The internal estate footpaths indicated on the approved site layout plan shall be provided before their associated dwellings are first occupied.  
Reason: In the interests of highway safety and convenience.
16. The individual car parking spaces shown on the approved site layout plan shall be provided before the first occupation of their associated dwellings and thereafter retained and kept available for the parking of motor vehicles.  
Reason: In the interests of highway safety and the visual amenities of the locality.
17. The development shall be drained on separate foul and surface water systems.  
Reason: In the interests of the adequate drainage of the site.
18. No site clearance or construction of the development shall occur on the site except between the hours of 0800-1800 Monday to Friday, and 0800-1400 on Saturdays. In particular no work shall be undertaken on Sundays or on Public Holidays without the prior written agreement of the local planning authority.  
Reason: In the interests of residential amenity.
19. The development hereby permitted shall not begin until a scheme to deal with contamination of land and/or groundwater has been submitted and approved by the local planning authority and until the measures approved in that scheme have been fully implemented. The scheme shall include all of the following measures unless the local planning authority dispenses with any such requirement specifically and in writing:-

1.A desk-top study carried out by a competent person to identify and evaluate all potential sources and impacts of land and/or groundwater contamination relevant to the site, the requirements of the local planning authority shall be fully established before the desk-top study is commenced and it shall conform to any such requirements. Two full copies of the desk-top study and non-technical summary shall be submitted to the local planning authority without delay upon completion.

2.A site investigation shall be carried out by a competent person to fully and effectively characterise the nature and extent of any land and/or groundwater contamination and its implications. The site investigation shall not be commenced until:-

(i)A desk-top study has been completed satisfying the requirements of paragraph (1) above.

(ii)The requirements of the local planning authority for site investigations have been fully established and;

(iii)The extent and methodology have been agreed in writing with the local planning authority. Two full copies of a report on the completed site investigation shall be submitted to the local planning authority without delay on completion.

A written method statement for the remediation of land and/or groundwater contamination affecting the site shall be agreed in writing with the local planning authority prior to commencement and all requirements shall be implemented and completed to the satisfaction of the local planning authority by a competent person. No deviation shall be made from this scheme without the express written agreement of the local planning authority. Two full copies of a full completion report confirming the objectives, methods, results and conclusions of all remediation works shall be submitted to the local planning authority.

Reason: To ensure that risks from soil contamination to the future occupants of the development and neighbouring occupiers are minimised, together with those to controlled waters and ecological systems and to ensure that site workers are not exposed to the unacceptable risks from contamination during construction

20. Equipment, machinery and vehicles used on site in connection with construction, demolition and associated operations shall, where practicable, be fitted with suitable silencers and/or noise attenuators. Such equipment, machinery and vehicles must be used in such a way as to minimise noise emissions from the site.

Reason: To safeguard the amenities of neighbouring occupiers.

21. Notwithstanding the provisions of the Town and Country (General Permitted Development) Order 1995 ( or any Order revoking and re-enacting that Order), no development under Parts 1 and 2 of Schedule 2 to that Order shall be carried out without the express permission of the local planning authority.

Reason: In the interest of the amenity of the area.

## **SUMMARY OF REASONS FOR GRANTING OF PLANNING PERMISSION**

The decision to grant planning permission has been taken having regard to policies in the Lancashire Structure Plan and the Lancaster District Local Plan together with all other relevant considerations.

## **ADVICE**

**IMPORTANT** - The applicant and/or any person wishing to implement this permission is advised that a formal Section 106 'Planning Agreement' applies to this permission.

The applicant must apply to the County Council to amend the existing Traffic Regulation Orders in respect of the yellow lines and the Limited Waiting Parking Order and pay all the Council's reasonable costs in making the amendments.

A public sewer crosses the north west corner of the site and we will not permit building over it. We will require an access strip of no less than 6 metres wide, measuring at least 3 metres either side of the centre line of the

sewer, for maintenance or replacement. Deep rooted shrubs and trees should not be planted in the vicinity of the public sewer and overflow systems.

The contractor shall have regard to the relevant parts of BS 5228 1997 "Noise and Vibration Control on Construction and Open Sites" during the planning and implementation of site activities and operations.

The local planning authority expects that the best practical means available in accordance with British Standard Codes of practise 5228 1997, Parts 1 to 4 shall be employed at all times to minimise the emission of noise from the site.

The applicant is strongly advised to refer to the City Council's Technical Advice Note "E1 - Planning and Land Contamination" which sets out the Council's expectations and requirements. This can be accessed via the Council's website: [www.lancaster.gov.uk/contaminatedland](http://www.lancaster.gov.uk/contaminatedland). For further information contact Lancaster City Council's Pollution Control Team on 01524 582935.

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**Authorised By:**

**Date:** 1 July 2009

**Your attention is drawn to the notes to be read in conjunction with the notice of decision. A copy can be downloaded from <http://www.lancaster.gov.uk/documents/planning/decnotes.pdf>**

**IN WITNESS** whereof this deed has been duly executed as a deed by the parties hereto the day and year first before written

Executed as a Deed by )  
**NEW PROGRESS HOUSING** )  
**ASSOCIATION LTD** )  
acting by its Secretary and a )  
Director or by two directors )

  
.....  
Director

  
.....  
Director/Secretary



25208

**The Common Seal of LANCASHIRE COUNTY**  
**COUNCIL** was affixed to this deed pursuant to the  
Scheme of Delegation to Chief Officers in the  
presence of:

)  
)  
)  
)

*f.h. D.L.*

**Authorized Signatory**



19539

**THE COMMON SEAL of**  
**LANCASTER CITY COUNCIL**  
was hereunto affixed in the  
presence of :

)  
)  
)  
)

*P.S. Laker*

Corporate Director

*(Community Services)*

