

Ag 3735

MANCHESTER (AK)

DATED

24th January

1996

ROSSENDALE BOROUGH COUNCIL

and

WIMPEY HOMES HOLDINGS LIMITED

and

**ERNEST NICHOL
EDITH ISABEL NICHOL
JOHN THOMPSON
JOHN BANCROFT HAWORTH**

PLANNING OBLIGATION

Relating to land off
Alden Road, Helmshore, Rossendale
in the County of Lancashire

Pursuant to Section 106 of the Town and Country
Planning Act 1990

Ag 3735

THIS PLANNING OBLIGATION is made the 24th day of January
 One Thousand Nine Hundred and Ninety ^{Six} Five BETWEEN ROSSENDALE BOROUGH
 COUNCIL of the Town Hall Rawtenstall Rossendale Lancashire BB4 7LZ (1) WIMPEY
 HOMES HOLDINGS LIMITED whose registered office is situate at 27 Hammersmith Grove
 London W6 7EN (2) and EDITH ISABEL NICHOL AND ERNEST NICHOL both of
 [REDACTED] JOHN THOMPSON of
 [REDACTED] and JOHN BANCROFT
 HAWORTH of [REDACTED] (3).

1. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

<u>Expression</u>	<u>Meaning</u>
"the Council"	Rossendale Borough Council
"the Applicant"	Wimpey Homes Holdings Limited
"the Owners"	Edith Isabel Nichol, Ernest Nichol, John Thompson and John Bancroft Haworth
"the Act"	the Town and County Planning Act 1990
"the Land"	all that land at Alden Road Helmshore Rossendale Lancashire more particularly shown edged red on the plan as hereinafter defined
"the Plan"	plan number F413.100 annexed hereto
"the Green Land"	that part of the Land shown edged green on the Plan
"the Landscaping Specification"	collectively the Plan, drawing number HR/POS/1 annexed hereto and marked "Appendix A" and the Schedule of Planting detailed on "Appendix A" hereto
"the Growing Season"	1st April until 30th September in any year

“the Landscaping Works”	the works to be carried out on the Green Land in accordance with the Landscaping Specification
“the Transfer”	a Transfer to the Council of the freehold interest in the Green Land by the Owners or the Applicant in consideration of the sum of One Pound (£1) such Transfer to include a restrictive covenant by the Council in favour of the Owners or the Applicant preventing use of the Green Land for any purpose other than as Public Open Space, a landscaped area or a children’s play area
“the Borough Engineer and Planning Officer”	the Borough Engineer and Planning Officer for the time being of the Council or such other officer of the Council as may from time to time discharge the functions presently discharged by its Borough Engineer and Planning Officer in relation to town and country planning matters

2. **WHEREAS**

- a. The Council is the Local Planning Authority for the purposes of the Act for the area in which the Land is situated and is the Local Planning Authority by whom this Obligation is enforceable
- b. The Owners are seised of an estate in fee simple in possession of the Land free from mortgage or charge
- c. The Applicant has submitted a planning application dated 1st March 1995 which has been given the reference 95/102 for the erection of 23 detached two storey houses with associated open space and footpaths on the Land and landscaping on the Green Land

- d. The Applicant and the Owners have agreed to enter into this Planning Obligation pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972
- e. The Owners and Applicant have agreed for the sale and purchase of the Land conditional upon the Applicant obtaining planning permission for the residential development of the Land to its satisfaction pursuant to agreements dated 27th June 1995.

3. **NOW THIS DEED WITNESSETH** as follows:-

- a. This Planning Obligation is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972
 - b. The Applicant and the Owners hereby covenant with the Council as follows:-
 - (i) Within two years of the commencement of the development by the Applicant permitted pursuant to planning permission for the said application with reference 95/102 at its own expense and to the reasonable satisfaction of the Borough Engineer and Planning Officer to carry out the Landscaping Works on the Green Land in accordance with the details incorporated in the Landscaping Specification **PROVIDED THAT** the period of two years shall be extended until the expiration of the next Growing Season if the said two year period expires outside the Growing Season
 - (ii) To inform the Borough Engineer and Planning Officer by notice in writing when the Landscaping Works have been completed
 - (iii) Upon completion of the Transfer to pay to the Council the commuted sum of **SEVEN THOUSAND FIVE HUNDRED POUNDS (£7,500.00)** for future maintenance of the Green Land
4. **THE** Council hereby covenants with the Owners and the Applicant that not later than three calendar months from the date of receipt of the notice referred to in sub-clause

3b(ii) hereof it will enter into the Transfer which will be prepared and engrossed by the Applicant each party thereto bearing their own costs.

5(a) THE covenants given by the Applicant and the Owners in clause 3(b) hereof are conditional upon:-

- (i) the Applicant having first acquired the Owners freehold interest in the Land
- (ii) the grant of planning permission by the Council for the said application reference 95/102 by
(or such later date as the Applicant and the Owners may agree to)
- (iii) the implementation of the planning permission granted in accordance with sub-clause 5(a)(ii) above
- (iv) this agreement superseding any previous agreements under Section 106 of the Act entered into by the parties hereto relating to the Land or any part or parts thereof

(b) In the absence of the Applicant acquiring the Land in accordance with sub-clause 5(a)(i) above or the grant and/or subsequent implementation of the planning permission in accordance with sub-clause 5(a)(ii) and (iii) above then in any such case this Agreement shall become null and void and cease to be of any further effect and the Council shall when requested by the Applicant or the Owner in any such case remove any entry relating to this Agreement and registered against the Land pursuant to the Local Land Charges Act 1975.

6. THE expressions "the Applicant" "the Owners" and "the Council" shall include their respective successors in title and assigns provided that the Owners shall not be liable for breach of a covenant contained in this Agreement after they have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of contract prior to parting with such interest.

7. THIS Planning Obligation shall subject to clause 5(a) hereof be registered in the Register of Local Land Charges until such time as the covenants and conditions herein have been adhered to by the Applicant and the Owners whereupon the Council will remove the same from such Register as soon as reasonably practicable.
8. Nothing in this Agreement shall prohibit the right to develop any part of the Land in accordance with a planning permission (other than the said Application numbered 95/102) granted (whether or not on Appeal) after the date of this Agreement.
9. In this Agreement the words importing the masculine gender shall be deemed to include the feminine and the singular to include the plural and vice versa unless the contrary as to gender or number is expressly provided or unless the same is inconsistent with the context and where the expressions "the Owner" or "the Applicant" comprise two or more persons, firms or companies the Owner's or the Applicant's obligation as the case may be shall be construed as joint and several.
10. On the signing hereof the Applicant shall make a contribution of £125.00 towards the Councils costs in the preparation and execution of this Agreement and shall reimburse the Council for any disbursements to HM Land Registry in connection therewith.

IN WITNESS whereof the Council and the Applicant have caused their respective Common Seals to be affixed to this deed and the Owners have signed the same as a deed the day and year first before mentioned

THE COMMON SEAL of ROSSENDALE

BOROUGH COUNCIL was hereunto

affixed in the presence of

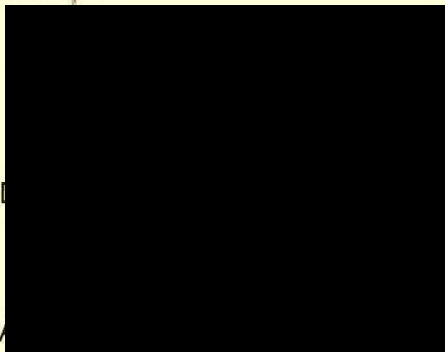


No. IN SEAL REGISTER
112102

THE COMMON SEAL of WIMPEY HOMES

HOLDINGS LIMITED was hereunto

affixed in the presence of:-



SIGNED AS A DEED

by the said EDITH ISABEL NICHOL

in the presence of:-

NAME,

ADDRESS

OCCUPA

SIGNED AS A DEED

by the said ERNEST NICHOL

in the presence of:-

NAME

A

SIGNED AS A DEED

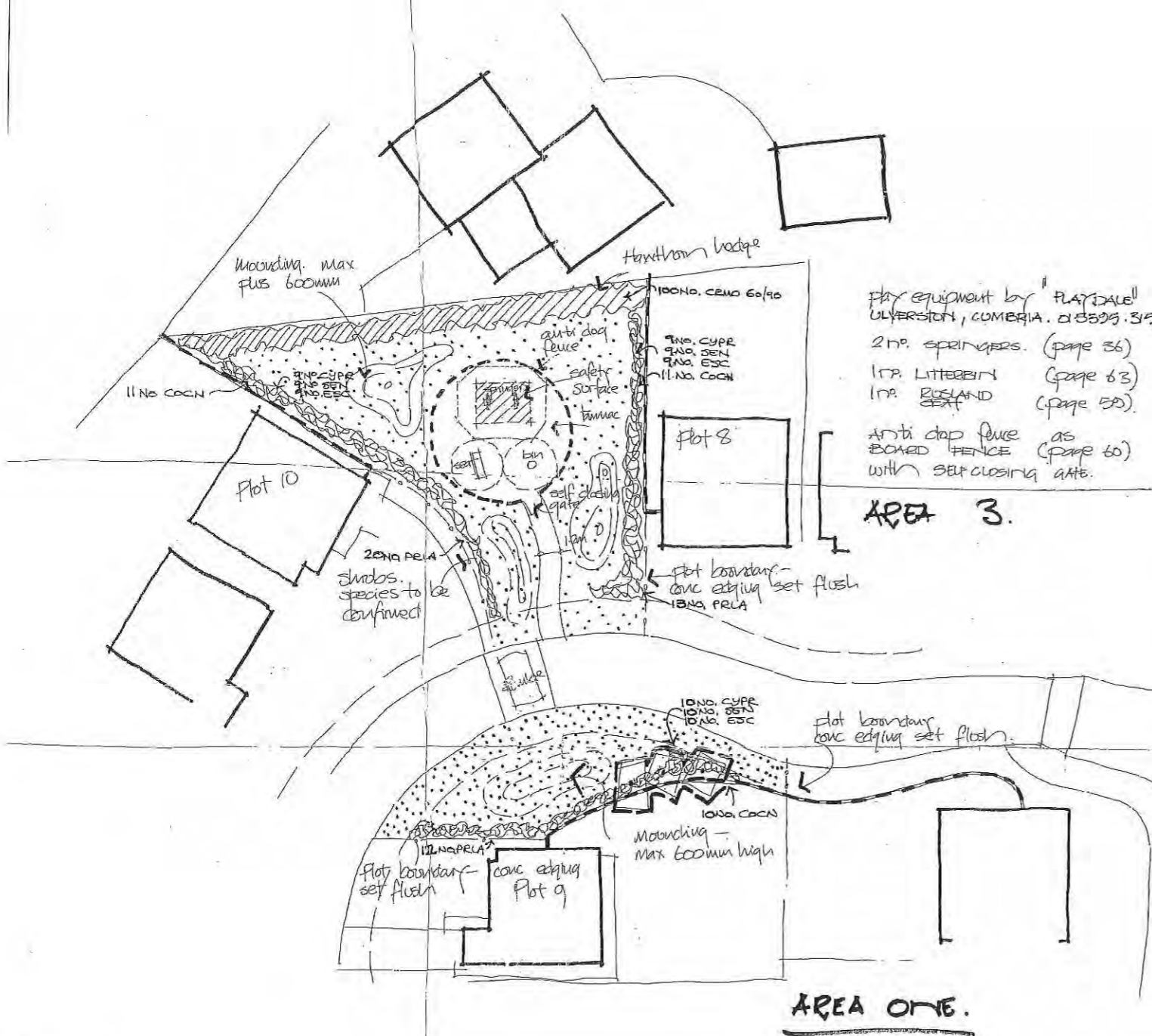
by the said JOHN THOMPSON

in the presence of:-

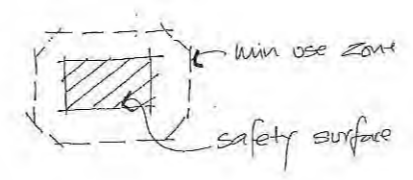
SIGNED AS A DEED

by the said JOHN BANCROFT HAWOR

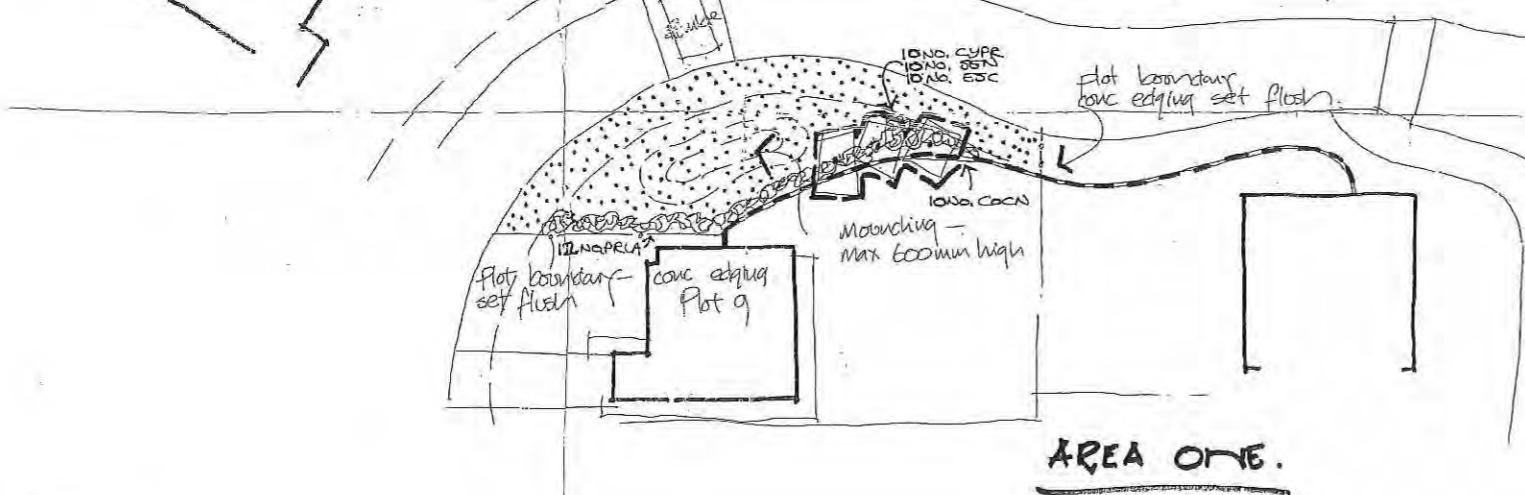
in the presence of:-



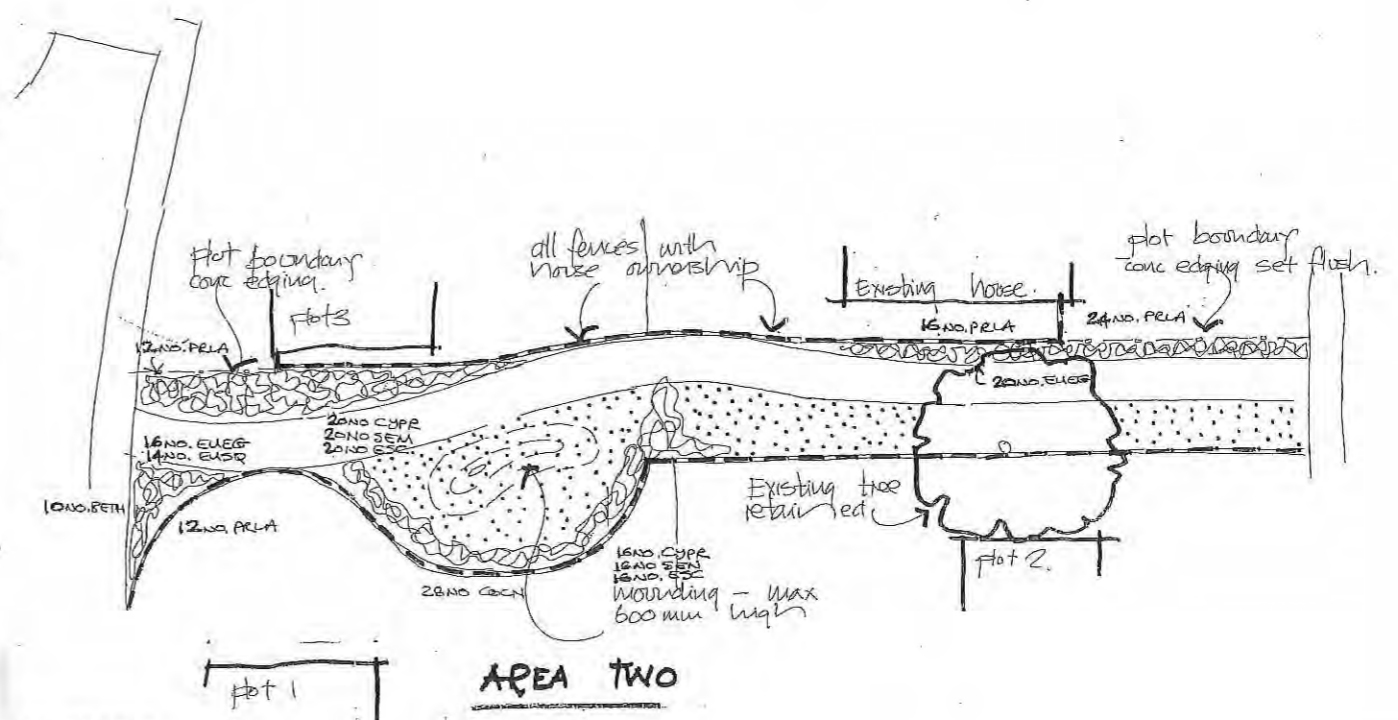
Play equipment by PLATIDALE
 ULVERSTON, CUMBERIA. 0185293396
 2 No. SPRINGERS. (page 36)
 1 No. LITTERBIN (page 63)
 1 No. BENCH (page 50)
 Anti dog fence as
 BOARD FENCE (page 60)
 with SELF CLOSING GATE.



AREA 3.



AREA ONE.



AREA TWO

REF	SIZE	DESCRIPTION	QTY	UNIT
AREA ONE				
		(Shrub Area)	22M2	
		(Grass Area)	131M2	
PRLA	2L	Prunus Laurocerasus	12	No
COCN	2L	Cotoneaster Cornubia	10	No
CYPR	2L	Cytissus Praecox	10	No
SEN	2L	Senecio Greyii	10	No
ESC	2L	Escallonia	10	No
		Supply & Spread Bark Mulch	22	M2
		Supply & Lay Seed Grown Turf	131	M2
PA	8/10	Prunus Avium (Deciduous To 10m)	3	No
AREA TWO				
		(Shrub Area)	121M2	
		(Grass Area)	196M2	
PRLA	2L	Prunus Laurocerasus	66	No
COCN	2L	Cotoneaster Cornubia	25	No
CYPR	2L	Cytissus Praecox	36	No
SEN	2L	Senecio Greyii	36	No
ESC	2L	Escallonia	36	No
EUEG	2L	Euonymus Emerald & Gold	36	No
EUSQ	2L	Euonymus Silver Queen	14	No
BETH	2L	Berberis Thunbergii	10	No
		Supply & Spread Bark Mulch	121	M2
		Supply & Lay Seed Grown Turf	196	M2

AREA THREE				
		(Shrub Area)	125M2	
		(Grass Area)	224M2	
PRLA	2L	Prunus Laurocerasus	33	No
COCN	2L	Cotoneaster Cornubia	22	No
CYPR	2L	Cytissus Praecox	18	No
SEN	2L	Senecio Greyii	18	No
ESC	2L	Escallonia	18	No
CRMO	60/90	Crataegus Monogyna	100	No
		Supply & Spread Bark Mulch	125	No
		Supply & Lay Seed Grown Turf	224	No

NOTES:-
 All Planting Can Be Carried Out All Year Round With The Exception
 Of The Hawthorn Hedge. - December To April

READ IN CONJUNCTION WITH NORTH WALES
 LANDSCAPE QUOTATION
AREA ONE total area. 153 m²
 shrub area 22m²
 grass area 131 m²
AREA TWO total area. 466 m² | footpath 149 m²
 shrub area. 121 m²
 grass area 196 m²
AREA THREE total area. 440 m² | play area
 shrub area 125 m² | hard surface
 grass area 224 m² | 21m²
total. total area 1050 m²
 shrub area. 268 m²
 grass area. 551 m²
 hard surfacing 210 m²

DATE	INITIALS	DETAILS
REVISIONS		
JOB: HOLCOMBE RD Helmshore		
TITLE: P.O.S. / Play area detailed scheme		
DRAWING NUMBER: HR/POS/1		REVISION: A
SCALE: Scale 1:20	DATE	SURVEY
DESIGN: WINPEY HOMES HOLDING LTD DESIGN DEPARTMENT, 529, ECCLES NEW ROAD, SALFORD, MANCHESTER. M15 2BD		AREA