

July 12



BOROUGH OF ROSENDALE

INTERDEPARTMENTAL MEMORANDUM

TREASURER'S OFFICE

My ref RWL/SS/Z.12/114
Mr. R. W. Lester

Your ref

11 OCT 1996

DATE PAID
14 OCT 1996

~~26th September 1996,~~

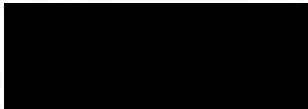
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TO: BOROUGH TREASURER

LAND AT BURNLEY ROAD, CRAWSHAWBOOTH.
WILLIAM HARGREAVES LIMITED.
PLANNING APPLICATIONS NUMBERS 95/010 AND 011.
AGREEMENTS: TOWN AND COUNTRY PLANNING ACT, 1990, SECTION 106.

I attach for your information a copy of a memorandum and enclosures which I have today forwarded to the Borough Engineer and Planning Officer.

Please ensure that the sums referred to in that memorandum are recovered by the Council at the appropriate time.



J. K. Tradewell,
Borough Solicitor.

B O R O U G H O F R O S S E N D A L E

INTERDEPARTMENTAL MEMORANDUM

My ref RWL/SS/Z.12/114 Your ref
 Mr. R. W. Lester

11 OCT 1996

~~26th September 1996,~~

TO: BOROUGH ENGINEER AND PLANNING OFFICER

For the attention of Mr. P. A. Whittingham

LAND AT BURNLEY ROAD, CRAWSHAWBOOTH.
WILLIAM HARGREAVES LIMITED.
PLANNING APPLICATIONS NUMBERS 95/010 AND 011.
AGREEMENTS: TOWN AND COUNTRY PLANNING ACT, 1990, SECTION 106.

With further reference to my memorandum of 14th July 1995 and the telephone conversation on 25th September 1996 between Mr. B. S. Sheasby of your Planning Section and the writer, I confirm that the Section 106 Agreements relating to the above mentioned respective planning applications have been completed and that, as stated by the writer in that telephone conversation, it is in order for the planning approvals to be issued.

I attach for your retention copies of both the completed Agreements. You will note that, as far as the Agreement relating to planning application number 95/010 is concerned, the sum of £16,200 is payable to the Council within 12 months of the completion of any of the landscaped areas marked "Area 1A", "Area 1B" and "Area 3" on the plan annexed to that Agreement. As far as the Agreement relating to planning application number 95/011 is concerned, the sum of £2,860 is payable to the Council within 12 months of the completion of the landscaped area marked "Area 2A" on the plan annexed thereto.

Please act in liaison with the Borough Leisure and Industrial Development Officer and the Borough Treasurer (to both of whom this memorandum and enclosures are being copied) to ensure that these sums are recovered at the appropriate time.

J. K. Tradewell,
Borough Solicitor.

DATED

25th September

1996

ROSSENDALE BOROUGH COUNCIL

and

WILLIAM HARGREAVES LIMITED

and

NATIONAL WESTMINSTER BANK PLC

A G R E E M E N T

under Section 106 of the Town and Country Planning Act 1990 re erection of 29 dwellings and landscaping at Burnley Road Crawshawbooth (Planning Application Ref. No. 95/011)

RWL/SS/Z.12/114

J. K. Tradewell,
Borough Solicitor,
Rossendale Borough Council,
Town Hall,
Rawtenstall,
Rossendale,
Lancashire. BB4 7LZ

T H I S A G R E E M E N T is made the 25th
day of *September* One thousand nine hundred and
ninety-six between ROSSENDALE BOROUGH COUNCIL of
the Town Hall Rawtenstall Rossendale Lancashire
("the Council") of the first part and WILLIAM
HARGREAVES LIMITED whose Registered Office is
situate at Unit 1 Raikes Lane Industrial Estate
Bolton BL3 2JQ ("the Owner") of the second part and
NATIONAL WESTMINSTER BANK PLC whose Registered
office is at 41 Lothbury London EC2 ("the Chargee")
of the third part

DEFINITIONS

- (i) "the Act" means the Town and Country
Planning Act 1990
- (ii) "the Application" means the written
application made on behalf
of the Owner and received
by the Council on 11th
January 1995 and amended
for permission to develop
the Property
- (iii) "the Development" means the development of
the Property in the manner
and for the uses set out in
the plans, specifications
and particulars deposited
with the Council and
referred to in the Second
Schedule to this Agreement

- (iv) "the Permission" means the draft planning permission contained in the Third Schedule to this Agreement
- (v) "the Plan" means the plan annexed to this Agreement
- (vi) "the Property" means the property described in the First Schedule to this Agreement

WHEREAS:

- (i) The Council is the Local Planning Authority for the purposes of the Act for the District within which the Property is situated
- (ii) The Owner is the owner in fee simple in possession of the Property free from incumbrances save for a Charge in favour of the Chargee
- (iii) By the Application the Owner has applied to the Council for planning permission to carry out the Development
- (iv) The Council has no objection in principle to the Development and is prepared to approve the same subject to appropriate conditions but requires the Owner to enter into the covenants hereinafter contained in this Agreement
- (v) The Council will grant planning permission in respect of the Application in the form of the Permission immediately following the execution of this Agreement

NOW THIS DEED WITNESSETH:

1. This Agreement is made pursuant to Section 106 of the Act as substituted by the Planning and Compensation Act 1991 and all other powers statutory or otherwise
2. This Agreement is conditional upon:
 - (a) the Permission being granted by the Council for the Development and
 - (b) the implementation of the Permission by the commencement of the Developmentand in the event of the Development not being commenced in accordance with the provisions of Section 56 and Sections 91 to 93 of the Act so that the Permission shall lapse this Agreement shall absolutely determine and be of no effect
3. The Owner with the intent to bind the Owner's successors in title and with the consent of the Chargee hereby covenants with the Council that it will pay to the Council the sum of Two thousand eight hundred and sixty pounds (£2,860.00) as a commuted figure towards the cost of maintenance of the landscaped area proposed to be created by the Development and shown for the purposes of identification only on the Plan edged with a heavy black line and marked "Area 2A" such payment to be made within twelve months of the completion of the said landscaped area
4. The Council hereby covenants
 - (i) that it will grant the Permission forthwith upon the execution and completion of this Agreement;

(ii) that it will upon the completion of the said landscaped area by the Owner in accordance with the Permission and to the reasonable satisfaction of the Borough Engineer and Planning Officer (or other Officer of equivalent status) for the time being of the Council thenceforth in perpetuity assume full responsibility for and undertake the maintenance of such landscaped area in a clean and tidy condition

5. For the purposes of this Agreement the opinion of the said Borough Engineer and Planning Officer or other officer as aforesaid as to the completion of the landscaped area shall be conclusive and binding on the parties hereto

6. The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns

7. 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 expression "the Owner" comprises two or more persons, firms or companies the Owner's obligation shall be construed as joint and several

8. The obligations hereby entered into by the Owner are planning obligations for the purposes of the said Section 106 and the Local Planning Authority by whom

they are enforceable is the Council

9. The Chargee hereby consents to the completion of this Agreement and acknowledges that from the date hereof the Property shall be bound by the restrictions and obligations contained herein

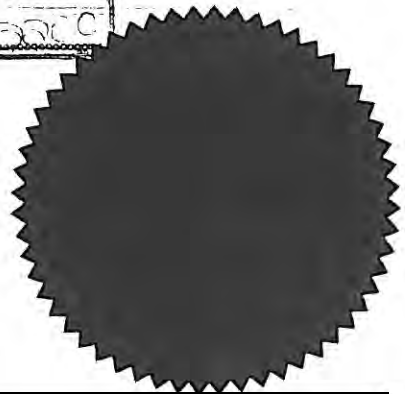
10. Notwithstanding the terms contained herein the parties hereto agree that the Chargee shall only be liable for any breach of any provisions of this Agreement during such periods (if any) as it is a mortgagee in possession of the land and then only if it shall have caused such breach to have been occasioned and provided further for the avoidance of doubt that it shall not in any event be liable for any breach of this Agreement arising prior to it becoming a mortgagee in possession of the land regardless of whether or not such pre-existing breach shall continue for any period during which it is a mortgagee in possession of the land

11. The Owner shall make a contribution of £125.00 towards the Council's costs for the preparation and engrossment of this Agreement and shall reimburse to the Council any fees paid to H.M. Land Registry in connection herewith and shall pay the Chargee's costs in connection herewith

IN WITNESS whereof the Council and the Owner have caused their respective Common Seals to be hereunto affixed and the Chargee has duly executed this Agreement the day and year first before written

THE COMMON SEAL of Rossendale
Borough Council was hereunto
affixed in the presence of:-

NO. 11432
REGISTER
115300



THE COMMON SEAL of William
Hargreaves Limited was
was hereunto affixed in the
presence of:-

DIRE

SECRE

SIGN [redacted]
as the attorney and on behalf
of National Westminster Bank
Plc in the presence of:-



Bank Official Technical and
Securities
National Westminster Bank Plc
Natwest UK Retail Banking Services
Credit Management
King's Cross House
200 Pentonville Road
London
N1 9HL

FIRST SCHEDULE

The Property

The land at Burnley Road Crawshawbooth Rossendale
aforesaid which is more particularly delineated and
shown edged red on the Plan

SECOND SCHEDULE

The Development

The erection of twenty nine dwellings and landscaping

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ROSSENDALE BOROUGH COUNCIL

Town and Country Planning Act 1990

PLANNING PERMISSION

PART 1 - PARTICULARS OF APPLICATION:

Application number: 95/011 Date received: 11th January 1995
Location of proposed development: Land off Burnley Road, Crawshawbooth, Rossendale

Particulars of proposed development:

ERECTOR OF 29 No DWELLINGS (PHASE 2). THE DEVELOPMENT MAY AFFECT THE SETTING OF FOOTPATH NO 73 (AMENDED PLAN)

Name and address of applicant: Wm Hargreaves Ltd Raikes Lane Industrial Estate Manchester Road Bolton BL3 2JQ

Name and address of agent Wm Hargreaves Ltd Raikes Lane Industrial Estate Manchester Road Bolton BL3 2JQ

PART 2: PARTICULARS OF DECISION

The Rossendale Borough Council hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1990 that PERMISSION HAS BEEN GRANTED for the carrying out of the development referred to in Part 1 hereof in accordance with the application and plans submitted subject to the following conditions:-

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

SEE SEPARATE SHEET FOR FURTHER CONDITIONS, REASONS AND NOTES (if any).

Reason:-

- 1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

Date 27th February 1995

Borough Engineer and Planning Officer: Stubbylee Hall, Bacup, Lancs OL13 ODE (See separate page for general information and guidance on post-decision procedures).

CONDITIONS, REASONS AND NOTES

2. The sole means of access from the site boundary to Burnley Road shall be an extension of the Phase 1 estate road as shown on drawings 623/8 Revision B and 623/9 Revision B. All other accesses from the site to the classified road shall be permanently closed before any part of the development shall be occupied. Reason: In order to ensure that the development is properly served by a vehicular access (or accesses) which meet the highway authority's minimum requirements in terms of design and construction in the interests of highway safety.
3. Before any development takes place within the site the complete length of new estate road from the southern end of the Phase 2 development to Burnley Road shall be constructed in accordance with the Lancashire County Council Specification for Estate Roads to be at least base course level. Reason: In order to ensure that sufficient car parking and servicing space is provided within the application site thus ensuring that visiting vehicles are not encouraged to park on the carriageway of adjoining highways thereby causing obstruction to same.
4. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 no material change of elevation, change of use or alteration to form a habitable room of any integral or other garage constructed concurrently with or subsequent to the original dwellinghouse, which would otherwise be permitted by virtue of the provisions of Class A of Part 1 of Schedule 2 to Article 3 of the aforementioned Order, shall be carried out anywhere within the application site without the grant of formal express planning permission in that behalf by the local planning authority. Reason: In order to ensure that the subsisting standard of garage accommodation is not materially affected to the detriment of both visual amenity and more particularly with a view to retaining the existing standard of car parking provision within the application site.
5. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 no development which would otherwise be permitted by virtue of the provisions of Classes A and E of Part 1 and Class A of Part 2 of Schedule 2 to Article 3 of the Order shall be carried out anywhere within the land hatched and bounded by the bank of the Limy Water and the timber pallisade fence detailed on Plan No 623/8 Revision B. The aforementioned land shall be retained as a wildlife corridor and for no other purpose and no trees, shrubs or hedges shall be lopped, topped, pruned or cut down without the prior written consent of the local planning authority. Reason: The carrying out of the class(es) of development which would normally be permitted could, in this instance, result in the form, design, layout or character of the principal development being altered in an unacceptable way, to the detriment of visual amenity and harmony within the development/street scene.

CONDITIONS REASONS & NOTES

6. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 no development which would otherwise be permitted by virtue of the provisions of Classes A and E of Part 1 and Class A of Part 2 of Schedule 2 to Article 3 of the Order shall be carried out anywhere within the area of land bounded by the bank of the Limy Water and extending 8 metres from that bank into the application site for the entire length of the Limy Water within Phase 2. Reason: The carrying out of the class(es) of development which would normally be permitted could, in this instance, result in the form, design, layout or character of the principal development being altered in an unacceptable way, to the detriment of visual amenity and harmony within the development/street scene.

7. No development shall take place until samples of the proposed natural stone, render and natural slates have been submitted to and approved by the local planning authority and the outer face of the building shall not be constructed other than with the approved materials. Reason: In the interests of visual amenity and in order to ensure a satisfactory degree of harmony within the development, as details in this respect have not been submitted with this proposal.

8. No development shall take place until details of the surface treatment of the accesses including paving, kerbing, road surface, rumble strips and speed table together with the location and design of lighting columns have been submitted to and approved by the local planning authority, shall thereafter be approved in accordance with these plans before any of the dwellings in this phase are occupied. Reason: In the interests of visual amenity and in order to ensure a satisfactory degree of harmony within the development, as details in this respect have not been submitted with this proposal.

9. No development whatsoever shall be begun until such time as details of all on-site and any necessary off-site drainage works (both foul and surface water) have been submitted to and approved by the local planning authority. Reason: In order to ensure that the application site is capable of being satisfactorily drained, both in relation to foul sewage and surface water runoff, and that any necessary drainage works are properly provided including, where appropriate, off-site drainage infrastructure, in the interests of public health and the avoidance of any potential nuisance and threat to public health which inadequate on-or off-site drainage provision and infrastructure would represent, to the detriment of orderly and well-planned development.

10. None of the (dwellings) (buildings) hereby permitted shall be occupied until the drainage works referred to in condition no. (8) have been carried out and satisfactorily completed in accordance with the plans submitted and approved pursuant to that condition. Reason: In order to ensure that the application site is capable of being satisfactorily drained, both in relation to foul sewage and surface water run-off, and that any necessary drainage works are properly provided including, where appropriate, off-site drainage infrastructure, in the interests of public health and the avoidance of any potential nuisance and threat to public health which inadequate on-or off-site drainage provision and infrastructure would represent, to the detriment of orderly and well-planned development.

CONDITIONS REASONS & NOTES

11. Before any development commences a scheme showing the proposed entrance feature to the site incorporating a speed table shall be submitted to and approved by the local planning authority and none of the dwellings hereby approved shall be occupied until the approved scheme has been fully implemented. Reason: In the interests of visual amenity and in order to ensure a satisfactory degree of harmony within the development, as details in this respect have not been submitted with this proposal.

12. No building/none of the buildings hereby permitted shall be occupied until the landscaping scheme as shown on the submitted plans has been fully implemented in all respects (including where appropriate the provision of any landscaped areas and/or screen walls, fences or other means of enclosure). Any trees or plants which die, are removed or become seriously damaged or diseased within two years of planting shall be replaced in the next planting season with others of similar size and species, unless the local planning authority gives written consent to any variation. Reason: In order to enhance the setting and appearance of the proposed development to assist in the provision of a satisfactory standard of visual amenity within the locality, and to screen the development.

13. No development shall take place until details of the siting and design of all screen or boundary walls, fences or other means of enclosure which form part of the development have been submitted to and approved by the local planning authority. No building/none of the buildings hereby permitted shall be occupied until the walls, fences or other means of enclosure have been erected in accordance with the approved details. Reason: In order to enhance the setting and appearance of the proposed development, assist in the provision of a satisfactory standard of visual amenity within the locality, and to screen the development.

14. No development shall take place until there has been submitted to and approved by the local planning authority a scheme of landscaping in respect of the areas of public open space, which shall include indications of all existing trees on the land, substantial supplementary tree planting and play equipment to British Standards number 5696, and none of the dwellings hereby approved shall be occupied until the play equipment has been installed. Reason: In order to ensure the provision of a minimum standard of play space/amenity space within the development commensurate with the local planning authority's policy in that regard, and for the benefit of future occupiers of dwellinghouses in the locality.

CONDITIONS REASONS & NOTES

15. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the local planning authority gives written consent to any variation. Reason: In order to enhance the setting and appearance of the proposed development to assist in the provision of a satisfactory standard of visual amenity within the locality, and to screen the development.
16. Prior to development taking place on site a tree management scheme for those existing trees on site shall be submitted to and approved by the local planning authority. This scheme shall be implemented prior to the occupation of the dwellings hereby approved. Reason: In order to ensure that the amenity value afforded by the existing trees upon the site is retained.
17. All trees within the application site that have been shown to be retained on drawing no 623/9 revision B dated 9 February 1995, shall be protected during construction in accordance with details to be submitted to and approved by the local planning authority before commencement of development. Reason: In order to ensure that the amenity value afforded by the existing trees upon the site is retained.
18. No development shall take place until details of the works to the bank of the Limy Water have been agreed in writing with the local planning authority and none of the dwellings hereby approved shall be occupied until the approved scheme has been fully implemented. Reason: In the interests of visual amenity and in order to ensure a satisfactory degree of harmony within the development, as details in this respect have not been submitted with this proposal.
19. No development shall take place until details of the means of construction of the access for the National Rivers Authority into the river has been submitted to and approved by the local planning authority and none of the dwellings shall be occupied until the approved scheme has been fully implemented. Reason: In the interests of visual amenity and in order to ensure a satisfactory degree of harmony within the development, as details in this respect have not been submitted with this proposal.

DATED

25th September

1996

ROSSENDALE BOROUGH COUNCIL

and

WILLIAM HARGREAVES LIMITED

and

NATIONAL WESTMINSTER BANK PLC

A G R E E M E N T

under Section 106 of the Town and Country Planning Act
1990 re erection of 29 dwellings and landscaping at
Burnley Road Crawshawbooth (Planning Application Ref.
No. 95/010)

RWL/SS/Z.12/114

J. K. Tradewell,
Borough Solicitor,
Rossendale Borough Council,
Town Hall,
Rawtenstall,
Rossendale,
Lancashire. BB4 7LZ

T H I S A G R E E M E N T is made the 25th
day of *September* One thousand nine hundred and
ninety-six between ROSSENDALE BOROUGH COUNCIL of
the Town Hall Rawtenstall Rossendale Lancashire
("the Council") of the first part WILLIAM
HARGREAVES LIMITED whose Registered Office is
situate at Unit 1 Raikes Lane Industrial Estate
Bolton BL3 2JQ ("the Owner") of the second part and
NATIONAL WESTMINSTER BANK PLC whose Registered
Office is at 41 Lothbury London EC2 ("the
Chargee") of the third part

DEFINITIONS

- (i) "the Act" means the Town and Country
Planning Act 1990
- (ii) "the Application" means the written
application made on behalf
of the Owner and received
by the Council on 11th
January 1995 and amended
for permission to develop
the Property
- (iii) "the Development" means the development of
the Property in the manner
and for the uses set out in
the plans, specifications
and particulars deposited
with the Council and
referred to in the Second
Schedule to this Agreement

- (iv) "the Permission" means the draft planning permission contained in the Third Schedule to this Agreement
- (v) "the Plan" means the plan annexed to this Agreement
- (vi) "the Property" means the property described in the First Schedule to this Agreement

WHEREAS:

- (i) The Council is the Local Planning Authority for the purposes of the Act for the District within which the Property is situated
- (ii) The Owner is the owner in fee simple in possession of the Property (except for such parts thereof as are shown coloured blue on the Plan) which is registered under title number LA690157 at H. M. Land Registry free from incumbrances save for a Registered Charge in favour of the Chargee
- (iii) By the Application the Owner has applied to the Council for planning permission to carry out the Development
- (iv) The Council has no objection in principle to the Development and is prepared to approve the same subject to appropriate conditions but requires the Owner to enter into the covenants hereinafter contained in this Agreement
- (v) The Council will grant planning permission in respect of the Application in the form of the

Permission immediately following the execution
of this Agreement

NOW THIS DEED WITNESSETH:

1. This Agreement is made pursuant to Section 106 of the Act as substituted by the Planning and Compensation Act 1991 and all other powers statutory or otherwise
2. This Agreement is conditional upon:
 - (a) the Permission being granted by the Council for the Development and
 - (b) the implementation of the Permission by the commencement of the Developmentand in the event of the Development not being commenced in accordance with the provisions of Section 56 and Sections 91 to 93 of the Act so that the Permission shall lapse this Agreement shall absolutely determine and be of no effect
3. The Owner with the intent to bind the Owner's successors in title and with the consent of the Chargee hereby covenants with the Council that it will pay to the Council the sum of Sixteen thousand two hundred pounds (£16,200.00) as a commuted figure towards the cost of maintenance of the landscaped areas proposed to be created by the Development and shown for the purposes of identification only on the Plan edged with a heavy black line and marked "Area 1A", "Area 1B" and "Area 3" respectively such payment to be made within twelve months of the completion of the first such landscaped area

4. The Council hereby covenants

- (i) that it will grant the Permission forthwith upon the execution and completion of this Agreement;
- (ii) that it will upon the completion of each such landscaped area by the Owner in accordance with the Permission and to the reasonable satisfaction of the Borough Engineer and Planning Officer (or other Officer of equivalent status) for the time being of the Council thenceforth in perpetuity assume full responsibility for and undertake the maintenance of such landscaped area in a clean and tidy condition

5. For the purposes of this Agreement the opinion of the said Borough Engineer and Planning Officer or other officer as aforesaid as to the completion of a landscaped area shall be conclusive and binding on the parties hereto

6. The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns

7. 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 expression "the Owner" comprises two or more persons, firms or companies the Owner's obligation shall be construed as joint and several

8. The obligations hereby entered into by the Owner are planning obligations for the purposes of the said Section 106 and the Local Planning Authority by whom they are enforceable is the Council

9. The Chargee hereby consents to the completion of this Agreement and acknowledges that from the date hereof the Property shall be bound by the restrictions and obligations contained herein

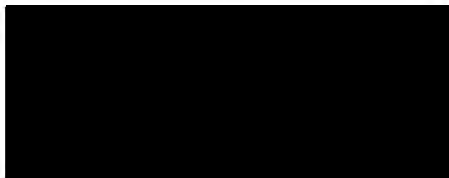
10. Notwithstanding the terms contained herein the parties hereto agree that the Chargee shall only be liable for any breach of any provisions of this Agreement during such periods (if any) as it is a mortgagee in possession of the land and then only if it shall have caused such breach to have been occasioned and provided further for the avoidance of doubt that it shall not in any event be liable for any breach of this Agreement arising prior to it becoming a mortgagee in possession of the land regardless of whether or not such pre-existing breach shall continue for any period during which it is a mortgagee in possession of the land

11. The Owner shall make a contribution of £125.00 towards the Council's costs for the preparation and engrossment of this Agreement and shall reimburse to the Council any fees paid to H.M. Land Registry in connection herewith and shall pay the Chargee's costs in connection herewith

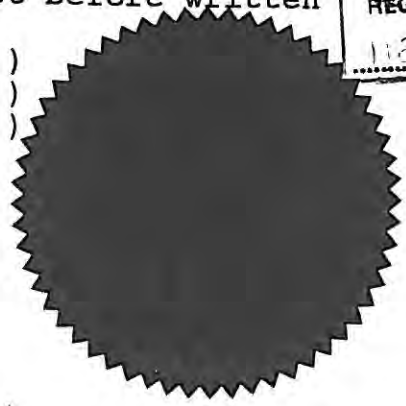
IN WITNESS whereof the Council and the Owner have caused their respective Common Seals to be hereunto affixed and the Chargee has duly executed this Agreement the day and year first before written

No. IN SE/REGISTR
1125

THE COMMON SEAL of Rossendale)
Borough Council was hereunto)
affixed in the presence of:-)



MAYOR

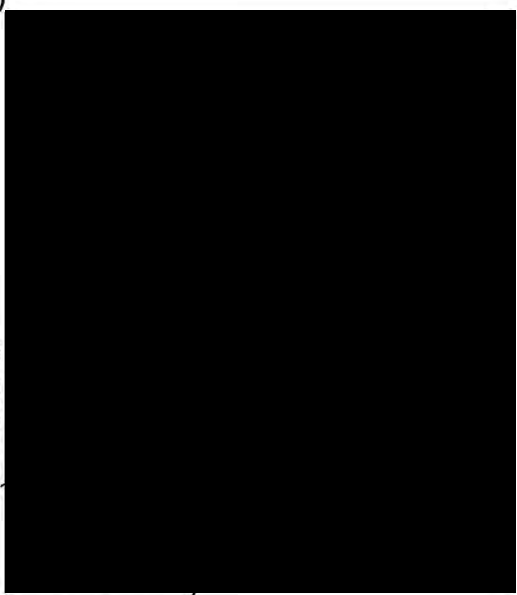


THE COMMON SEAL of William)
Hargreaves Limited was)
was hereunto affixed in the)
presence of:-)

DIRECTOR

SECRETARY

SIGNED as a Deed by)
[Redacted])
as the attorney and on behalf)
of National Westminster Bank)
Plc in the presence of:-)



Bank Official - Technical and
Securities, National Westminster
Bank Plc, Natwest UK Retail Banking
Service Credit Management, King's
Cross House, 200 Pentonville Road,
London N1 9HL

ave
eunto

FIRST SCHEDULE

The Property

The land at Burnley Road Crawshawbooth Rossendale
aforesaid which is more particularly delineated and
shown edged red on the Plan

No. IN SEA
REGISTE
1128

SECOND SCHEDULE

The Development

The erection of twenty nine dwellings and landscaping



PLANNING PERMISSION

PART 1 - PARTICULARS OF APPLICATION:

Application number: 95/010 Date received: 11th January 1995
Location of proposed development: Land off Burnley Road, Crawshawbooth,
Rossendale

Particulars of proposed development:

ERECTION OF 29 NO DWELLINGS (PHASE 1) (AMENDED PLAN)

Name and address of applicant:
Wm Hargreaves Ltd
Raikes Lane Industrial Estate
Manchester Road
Bolton BL3 2JQ

Name and address of agent
Wm Hargreaves Ltd
Raikes Lane Industrial Estate
Manchester Road
Bolton BL3 2JQ

PART 2: PARTICULARS OF DECISION

The Rossendale Borough Council hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1990 that PERMISSION HAS BEEN GRANTED for the carrying out of the development referred to in Part 1 hereof in accordance with the application and plans submitted subject to the following conditions:-

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

SEE SEPARATE SHEET FOR FURTHER CONDITIONS, REASONS AND NOTES (if any).

Reason:-

1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

Date

Borough Engineer and Planning Officer: Stubblee Hall, Bacup, Lancs OL13 0DE
(See separate page for general information and guidance on post-decision procedures).

CONDITIONS, REASONS AND NOTES

2. The sole means of access from the site boundary (Phase 2) to Burnley Road shall be an improvement of the existing access opposite St. Johns Church appropriately improved to include a carriageway of 5.5 metres minimum width and 10 metres radius kerbs. All other accesses from the site to the classified road shall be permanently closed before any part of the development is occupied. Reason: In order to ensure that the development is properly served by a vehicular access (or accesses) which meet the highway authority's minimum requirements in terms of design and construction in the interests of highway safety.

3. The new estate road/access between the site and Burnley Road shall be constructed to at least base course before any development takes place within the site. Reason: In order to ensure that sufficient car parking and servicing space is provided within the application site thus ensuring that visiting vehicles are not encouraged to park on the carriageway of adjoining highways thereby causing obstruction to same.

4. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 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. The visibility splay to be the subject of this condition shall be that land in front of a line drawn from a point 4.5m. measured along the centre line of the proposed main road from the continuation of the nearer edge of the carriageway of Burnley Road to points measured 90m in each direction along the nearer edge of the carriageway of Burnley Road, from the centre line of the access road, and shall be constructed and maintained at footway/verge level in accordance with a scheme to be agreed by the local planning authority in conjunction with the Highway Authority.

5. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 no material change of elevation, change of use or alteration to form a habitable room of any integral or other garage constructed concurrently with or subsequent to the original dwellinghouse, which would otherwise be permitted by virtue of the provisions of Class A of Part 1 of Schedule 2 to Article 3 of the aforementioned Order, shall be carried out anywhere within the application site without the grant of formal express planning permission in that behalf by the local planning authority. Reason: In order to ensure that the subsisting standard of garage accommodation is not materially affected to the detriment of both visual amenity and more particularly with a view to retaining the existing standard of car parking provision within the application site.

CONDITIONS REASONS & NOTES

6. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 no development which would otherwise be permitted by virtue of the provisions of Classes A and E of Part 1 and Class A of Part 2 of Schedule 2 to Article 3 of the Order shall be carried out anywhere within the area of land bounded by the bank of the Limy Water and extending eight metres from that bank into the application site for the entire length of the Limy Water within Phase 1. Reason: The carrying out of the class(es) of development which would normally be permitted could, in this instance, result in the form, design, layout or character of the principal development being altered in an unacceptable way, to the detriment of visual amenity and harmony within the development/street scene.

7. No development shall take place until samples of the proposed natural stone, render and natural slates have been submitted to and approved by the local planning authority and the outer face of the building shall not be constructed other than with the approved materials. Reason: In the interests of visual amenity and in order to ensure a satisfactory degree of harmony within the development, as details in this respect have not been submitted with this proposal.

8. No development shall take place until details of the surface treatment of the accesses including paving, kerbing, road surface, rumble strips and speed table (together with the location and design of lighting columns have been submitted to and approved by the local planning authority, shall thereafter be approved in accordance with these plans before any of the dwellings in this phase are occupied. Reason: In the interests of visual amenity and in order to ensure a satisfactory degree of harmony within the development, as details in this respect have not been submitted with this proposal.

9. No development whatsoever shall be begun until such time as details of all on-site and any necessary off-site drainage works (both foul and surface water) have been submitted to and approved by the local planning authority. Reason: In order to ensure that the application site is capable of being satisfactorily drained, both in relation to foul sewage and surface water runoff, and that any necessary drainage works are properly provided including, where appropriate, off-site drainage infrastructure, in the interests of public health and the avoidance of any potential nuisance and threat to public health which inadequate on-or off-site drainage provision and infrastructure would represent, to the detriment of orderly and well-planned development.

10. None of the (dwellings) (buildings) hereby permitted shall be occupied until the drainage works referred to in condition no. (8) have been carried out and satisfactorily completed in accordance with the plans submitted and approved pursuant to that condition. Reason: In order to ensure that the application site is capable of being satisfactorily drained, both in relation to foul sewage and surface water run-off, and that any necessary drainage works are properly provided including, where appropriate, off-site drainage infrastructure, in the interests of public health and the avoidance of any potential nuisance and threat to public health which inadequate on-or off-site drainage provision and infrastructure would represent, to the detriment of orderly and well-planned development.

CONDITIONS REASONS & NOTES

11. Before any development commences a scheme showing the proposed entrance feature to the site incorporating a speed table shall be submitted to and approved by the local planning authority and none of the dwellings hereby approved shall be occupied until the approved scheme has been fully implemented. Reason: In the interests of visual amenity and in order to ensure a satisfactory degree of harmony within the development, as details in this respect have not been submitted with this proposal.

12. No building/none of the buildings hereby permitted shall be occupied until the landscaping scheme as shown on the submitted plans has been fully implemented in all respects (including where appropriate the provision of any landscaped areas and/or screen walls, fences or other means of enclosure). Any trees or plants which die, are removed or become seriously damaged or diseased within two years of planting shall be replaced in the next planting season with others of similar size and species, unless the local planning authority gives written consent to any variation. Reason: In order to enhance the setting and appearance of the proposed development to assist in the provision of a satisfactory standard of visual amenity within the locality, and to screen the development.

13. No development shall take place until details of the siting and design of all screen or boundary walls, fences or other means of enclosure which form part of the development have been submitted to and approved by the local planning authority. No building/none of the buildings hereby permitted shall be occupied until the walls, fences or other means of enclosure have been erected in accordance with the approved details. Reason: In order to enhance the setting and appearance of the proposed development, assist in the provision of a satisfactory standard of visual amenity within the locality, and to screen the development.

14. No development shall take place until there has been submitted to and approved by the local planning authority a scheme of landscaping in respect of the areas of public open space, which shall include indications of all existing trees on the land, substantial supplementary tree planting and play equipment to British Standards number 5696, and none of the dwellings hereby approved shall be occupied until the play equipment has been installed. Reason: In order to ensure the provision of a minimum standard of play space/amenity space within the development commensurate with the local planning authority's policy in that regard, and for the benefit of future occupiers of dwellinghouses in the locality.

15. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the local planning authority gives written consent to any variation. Reason: In order to enhance the setting and appearance of the proposed development to assist in the provision of a satisfactory standard of visual amenity within the locality, and to screen the development.

95/010

CONDITIONS REASON & NOTES

16. Prior to development taking place on site a tree management scheme for those existing trees on site shall be submitted to and approved by the local planning authority. This scheme shall be implemented prior to the occupation of the dwellings hereby approved. Reason: In order to ensure that the amenity value afforded by the existing trees upon the site is retained.

17. All trees within the application site that have been shown to be retained on drawing no 623/9 revision B dated 9 February 1995, shall be protected during construction in accordance with details to be submitted to and approved by the local planning authority before commencement of development. Reason: In order to ensure that the amenity value afforded by the existing trees upon the site is retained.

18. No development shall take place until details of the works to the bank of the Limy Water have been agreed in writing with the local planning authority and none of the dwellings hereby approved shall be occupied until the approved scheme has been fully implemented. Reason: In the interests of visual amenity and in order to ensure a satisfactory degree of harmony within the development, as details in this respect have not been submitted with this proposal.

19. No development shall take place until details of the means of construction of the access for the National Rivers Authority into the river has been submitted to and approved by the local planning authority and none of the dwellings shall be occupied until the approved scheme has been fully implemented. Reason: In the interests of visual amenity and in order to ensure a satisfactory degree of harmony within the development, as details in this respect have not been submitted with this proposal.