

## Rossendale Borough Council

### NOTICE OF COMPLETION OF S.106 LEGAL AGREEMENT

**TO:** DIANE DUNGWORTH  
CAROLINE RIDGE  
KEITH BELL  
PHIL SEDDON  
FORWARD PLANNING  
VINCENT HINDLEY – PLEASE REGISTER AS A LOCAL LAND CHARGE

**FROM:** LINDA FISHER

**LEGAL FILE NO:** Z.12/291

The following has been completed:

**Planning Ref:** APP/2008/0587

**Proposal:** Demolition of existing Mill and erection of community health facility with associated parking.

**Completion Date (as on Deed):** 27<sup>th</sup> November 2008

**Parties:** RBC & East Lancashire Teaching Primary Care Trust

**Terms:** Owner to pay TRO Commuted Sum and Public Art TRO; Owner to make rooms available to Community Groups subject to a protocol to be agreed; Public car park area with free public parking on Saturdays and Sundays to be subject to an agreed usage strategy within 12 months of the date of first occupation.

**Receipt of money:** Prior to implementation of Planning Permission.

**Request for payments:** Prior to implementation of Planning Permission.

**Details:** £52,000 Commuted Sum has already been paid.

**Others:**

**Commuted Sum:** TRO (£50,000) & Public Art (£2,000)    **Amount:** £52,000

\* Planning permission can now be issued  
\* Please now register the Section 106 Agreement in Part 2 of the Planning Register

**LEGAL AGREEMENT CONFIRMATION FORM**

**Planning  
Application No**

**APP/2008/0587**

**Site Details**

Albion Mill, Bacup Road, Rawtenstall.

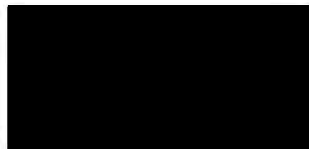
**Date Legal Agreement signed**

27<sup>th</sup> November 2008

**Confirmation that planning permission can be issued and legal agreement checked**

**Name: Linda Fisher**

**Date: 2<sup>nd</sup> December 2008**



**Signature: .....**

4203

Dated 27th November 2008

- (1) ROSSENDALE BOROUGH COUNCIL
- (2) EAST LANCASHIRE TEACHING PRIMARY CARE TRUST

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## AGREEMENT

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under section 106 and section 106A  
Town and Country Planning Act 1990  
relating to land off Bacup Road Rawtenstall

LF/SS/Z12/000813

Linda Fisher  
Executive Director (Business)  
P. O. Box 74,  
Kingfisher Business Centre,  
Futures Park,  
Bacup. OL13 0WU

THIS AGREEMENT is made on the 27<sup>th</sup> day of November 2008

**BETWEEN:**

- (1) ROSSENDALE BOROUGH COUNCIL of P. O. Box 74 Kingfisher Business Centre Futures Park Bacup Lancashire OL13 0WU ("The Council")
- (2) EAST LANCASHIRE TEACHING PRIMARY CARE TRUST of Trust Headquarters 31/33 Kenyon Road Lomeshaye Estate, Nelson Lancashire BB9 5SZ ("The Landowner")

**BACKGROUND**

- (A) For the purposes of the 1990 Act, the Council is the Local Planning Authority for the area within which the Site is located and the body entitled to enforce the obligations contained in this Agreement
- (B) The Landowner is the freehold owner of the whole of the Site being registered at the Land Registry under title numbers LA7796304 and LA761024 (other than public highway land) free from encumbrances which would prevent the Landowner entering into this Agreement
- (C) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Landowner and its successors in title as hereinafter provided and where the Landowner is more than one legal entity all of the Landowner's obligations herein can be enforced against all of them jointly and against each individually
- (D) The Landowner has by application reference 2008/0587 ("The Application") applied to the Council for permission to develop the Site in

the manner and for the uses set out in the Application and in the plans specifications and particulars deposited with the Council and forming part of the Application more particularly set out in the Second Schedule ("the Development") and shown on Plans attached to this Agreement

- (E) The Council has decided to grant planning permissions ("the Permission") for the Development in accordance with the Application subject to the making of this Agreement without which the Permission would not have been granted .

## **OPERATIVE PROVISIONS**

### **1. INTERPRETATION**

- 1.1 In this Agreement, the following words and expressions have the following meanings:

<b>"1990 Act"</b>	the Town and Country Planning Act 1990
<b>"Commuted Sum Public Art"</b>	the total sum of fifty thousand pounds (£50,000) to be used towards maintenance and repair of the Irwell Sculpture Trail in the Borough of Rossendale
<b>"Commuted Sum TRO"</b>	the sum of £2000 solely to cover the cost of making all necessary Traffic orders on Bacup Road and Fall Barn Fold /Road

**“County Council”**

means Lancashire County Council as  
Highways Authority

**“Commencement”**

carrying out a material operations under  
Section 56 of the 1990 Act pursuant to  
the Permission provided that for the  
purposes of determining whether or not  
a material operation is being carried out  
there shall be disregarded property  
surveys and investigations and tests  
(including drilling bore holes, digging  
trial pits and taking soil samples)  
environmental assessments and similar  
studies (including geological,  
archaeological and ecological surveys  
and landscape assessments) site  
investigations, preparatory works  
including ground modelling and  
contamination remediation works and all  
works of demolition and “commence”  
and “commenced” shall be construed  
accordingly

**“Development”**

the development of the Site in  
accordance with the Permission and

described in the Second Schedule

**“Health Campus”** mean the new health facility to be developed pursuant to the Permission that part of the Site identified on Plan 1

**“Permission”** mean Permission to be granted in the form of the draft attached hereto

**“Public Car Park Area”** that area of land shown edged blue on Plan 2 and to be made available within 12 months of the date of first occupation of the Health Campus as free public car parking available for members of the public not visiting the Health Campus and instead visiting Rawtenstall

**“Site”** the freehold lands described in the First Schedule and shown for the purposes of identification only edged red on Plan 1 and in blue on Plan 2 to this Agreement

2. **NOW THIS DEED** is made in pursuance of Section 106 of the 1990 Act and is a planning obligation for the purposes of Section 106 and

WITNESSES as follows:-

2.1 The Landowner covenants with the Council to comply with the obligations specified in the Third Schedule

2.2 It is agreed and declared as follows:-

This drawing, the works & concepts depicted are copyright & may not be reproduced or made use of, either directly or indirectly without the express written consent of the Architect. Do not scale from this drawing. All heights, levels, sizes & dimensions to be checked on site before any work is put in hand.



Worswick Memorial Cricket Ground (Rawtenstall Cricket Club)

Playing Field

PLAN 1



Health Centre

82

92

104

118

BACUP ROAD

BM 169.26m

170.4m +

El Sub Sta

Ilex Mill

FALL BARN FOLD

Albion Mill

BOCHOLT WAY

Rossendale Valley

2008/587

Fall Barn Bridge

Weir

River Irwell

FALLBARN ROAD

FALLBARN ROAD

  
Eric Wright  
Construction  
Design & Build Contractors

**NIGHTINGALE**  
associates

Project 07067 Rossendale Health Facilities  
Rawtenstall  
Drawing Title Existing Site Location Plan  
Scale 1:500 @ A2 Date 10.12.07.  
Drawn By TK Checked By - Status PLANNING APPLICATION  
Drawing No AR-WS-XX-PL-100-001 Rev A



PLAN 2



Mémorial  
Ground  
Cricket Club)

This drawing, the works & associated conditions are copyright & may not be reproduced or made use of in any way without the express written consent of the Architect. Do not scale from this drawing. All heights, levels, sizes & dimensions to be checked on site before any work is put in hand.

Note

The drawing is to be read in conjunction with the Transport Planning & Highway Engineering Proposed Highway Works Drawing No. 3P/318 5/06/06

Key to external surfacing

- Adopted Highway  
Rural & Leicestershire County Council Highway Specifications
- Adopted Footway  
Rural & Leicestershire County Council Highway Specifications  
including road textured paving
- Car Parks Access Road, Non HGV  
25mm wearing course 2.25  
80mm base course 2.25  
200mm sub base (DOT type) 2.25  
Capping layer of 270mm of 2 hardcore  
blended and bound to site
- Car Parking Bays, Non HGV  
25mm wearing course 2.25  
80mm base course 2.25  
200mm sub base (DOT type) 2.25  
Capping layer of 270mm of 2 hardcore  
blended and bound to site
- Pedestrian Areas  
30mm thick, 80 x 80mm concrete paving  
Marsden Conservation smooth ground  
Curb: 100mm high  
100mm sub base Type 1 sub base
- Landscaped Area  
Rural Tree Survey Report  
for protection & maintenance  
of existing trees & landscape
- Vehicle Barrier & Bollards  
Rural External Works details  
drawing no. AR-WS-XX-PL-100-011



2008/587

**Eric Wright Construction**  
Design & Build Contractors  
Telephone (01773) 896222  
Fax (01773) 828611

**NIGHTINGALE**  
ARCHITECTS

Project: 07067 Alton Mill / Rawlenshall Health Centre  
Phased redevelopment for new health facilities  
Drawing Title: Proposed Staff Car Park Layout Plan  
Scale: 1:100 @ A4 Size: 24/08/08  
Drawn By: TR Checked By: [ ]  
Drawing No: AR-WS-XX-PL-100-014

- 2.3 The expressions "the Council" and "the Landowner" shall include their successors in title and assigns
- 2.4 This Agreement is a local land charge and shall be registered as such but only against the Site
- 2.5 The Landowner agrees to pay the Council's reasonable legal fees of £1000 relating to the negotiation, preparation and execution of this Agreement
- 2.6 **THE LANDOWNER** for itself and its successors in title and assigns of the Site hereby covenants with the Council
- 2.6.1 to pay to the Council the Commuted Sum TRO and the Commuted Sum Public Art in accordance with Schedule 3 on the dates therein specified increased with inflation in accordance with Clause 2.7
- 2.6.2 to pay to the Council interest in accordance with Clause 2.7.2 on any sum due under this Agreement which remains unpaid after the same has become due
- 2.6.3 to serve notice on the Council one month prior to the occupation of the Health Campus
- 2.7 **IT IS HEREBY AGREED AND DECLARED** as follows:-
- 2.7.1 If the Commuted Sum TRO and/or the Commuted Sum Public Art or any part thereof has not been paid by the anniversary of the date of this Agreement it shall be uplifted by the amount which the all items figure of the Index of Retail Prices last published by the Office of National Statistics or any successor Ministry or Department) for

the month at the date of payment or part payment exceeds the index figure of the said Index at the date of this Agreement

2.7.2 if any sum shall remain unpaid after the same has become due the Landowner shall pay interest thereon calculated in accordance with Clause 2.7.3 from the date the said sum becomes due to the date of payment thereof to the Council

2.7.3 any interest which becomes payable in accordance with Clause 2.7.2 shall:-

- (a) be at the rate 3% above the base lending rate of National Westminster Bank plc from time to time.
- (b) be capitalised and added to the sum outstanding at the expiry of each period of twelve months from the date the said sum became payable
- (c) accrue from day to day up to the date payment is made to the Council or earlier capitalisation under sub-clause (b) of this Clause and be calculated on the basis of the actual number of days elapsed and a 365 day year

2.8 Unless expressly stated nothing in this Agreement shall create any rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person other than the parties hereto

2.9 All notices served pursuant to this Agreement shall be in writing and shall be deemed duly served if delivered or sent by the recorded delivery service in the following manner:-

2.9.1 In the case of a notice to be served on the Council addressed to its Chief Executive at the above address

2.9.2 In the case of a notice to be served on the Landowner to the address at the beginning of this Agreement and also to its legal advisers being Messrs Hempsons, Portland Tower, Portland Street, Manchester M1 3LF (Ref: JD 31455/70)

3. 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")

3.1 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 therefor and shall be binding upon the parties

3.2 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

3.3 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 matters 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 half from the other) 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

4. **THE COUNCIL** covenants with the Landowner:

4.1 to use the Commuted Sum Public Art solely for the purposes specified in this Deed for which they are to be paid

4.2 that it will upon written request of the Landowner at any time after the obligations of the Landowner under this Agreement have been fulfilled issue written confirmation thereof.

4.3 to act reasonably whenever its approval or agreement is required pursuant to the provisions of this Agreement

5. **ENFORCEABILITY**

5.1 The obligations of this Agreement shall take effect on the Commencement of the Development.

5.2 No person shall be liable for a breach of covenant contained in this Agreement after it shall have parted with its interest in the Site 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.

6. **EXPIRY, MODIFICATION, VARIATION OR AMENDMENTS OF PLANNING PERMISSION**

6.1 If the Permission shall expire before Commencement of the Development or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.

6.2 Nothing in this Agreement shall prohibit or limit the right to develop any

part of the Site 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 developments or be carried out under any planning permission other than the Permission

**7. MISCELLANEOUS**

- 7.1 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.

IN WITNESS whereof these presents have been duly executed as a DEED by the parties hereto the date and year first before written

**SCHEDULE 1**

ALL those 2 plots of land shown edged red and blue respectively on Plan 1 and Plan 2 which lie off Bacup Road Rawtenstall

**SCHEDULE 2**

The Application referenced 2008/0587 comprises a full application for demolition of existing mill and erection of community health facility with associated parking

**SCHEDULE 3**

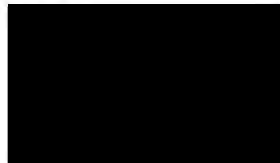
The Landowner covenants with the Council as follows:

- (1) Prior to Commencement of Development on the Site to pay to the Council the Commuted Sum Public Art and the Commuted Sum TRO
- (2) to make rooms available in the Health Campus free of charge for use by Community Groups whenever reasonably possible and with prior

arrangement in writing with the Landowner this process for such availability to be the subject of a protocol to be agreed between the parties prior to occupation of the Health Campus

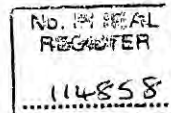
- (3) that the Public Car Park Area subject to an agreed usage strategy will be available within 12 months of the date of first occupation of the Health Campus on Saturdays and Sundays as free public car parking for members of the public not visiting the Health Campus and instead visiting Rawtenstall the agreed usage strategy to be agreed in writing between the parties prior to occupation of the Health Campus

THE COMMON SEAL of ROSSENDALE )  
BOROUGH COUNCIL was affixed to this )  
DEED in the presence of: )



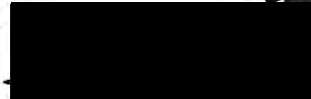
Mayor

Director

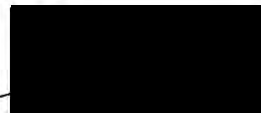


THE COMMON SEAL of EAST LANCASHIRE )  
TEACHING PRIMARY CARE TRUST )  
was hereunto affixed to this DEED in the )  
presence of: )

Chairman/Director



Director





# Rossendale Borough Council

## Town & Country Planning Act 1990 Planning Permission

Applicants Name: Eric Wright Group

Notice Recipient : Nightingale Associates  
The Observatory  
1 Old Haymarket  
Liverpool  
L1 6LA

### Part 1 - Particulars of Application:

Date Received: 02/09/2008                      Application Number: 2008/0587

Proposed Works : Demolition of Albion Mill and existing Health Centre and erection of Community Health Facility, car parking, landscaping and associated highway works

Location :                      Albion Mill & The Health Centre Bacup Road Rawtenstall  
Rossendale BB4 7NU

### Part 2 – Particulars of Decision

Rossendale Borough Council hereby give notice that planning permission has been granted for the execution of works referred to in Part 1 hereof in accordance with the application and plans submitted subject to the **following conditions and reasons**:

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason for Condition :  
Required by Section 51 of the Planning and Compulsory Purchase 2004 Act.

- 2 The hours of demolition for the existing buildings on site to be removed and the hours for the construction of the development hereby approved shall be limited to 07:00 to 19:00 Monday to Friday and 8am-1pm Saturdays. Demolition or construction work shall be carried out at no other time.

Reason for Condition :  
In the interests of the residential amenities of the occupiers of adjoining properties.

- 3 No development authorised by this permission shall take place unless and until the local planning authority has received and approved in writing a site operating statement in relation to provision of method of demolition, construction, permitted hours for construction works, delivery of materials and delivery and collection of

equipment, provision and use of on-site parking for contractors' and workpeople's vehicles, wheelwashing facilities, street sweeping and no development or activities related or incidental thereto shall take place on the site in contravention of such site operating statement.

Reason for Condition:

In order to safeguard highway safety in accordance with saved policy DC1 of the Rossendale District Local Plan.

- 4 Prior to the commencement of development a phasing plan shall be submitted for the approval of the Local Planning Authority. Implementation of the development shall be carried out in accordance with the approved phasing plan unless otherwise agreed in writing by the Local Planning Authority.

Reason for Condition:

To safeguard the amenity of the area and Conservation Area in accordance with saved policies HP.1 and DC1 of the Rossendale Local Plan.

- 5 The construction of the development hereby approved shall incorporate the conclusions set out within section 9.0 of the Sol Acoustics report, which accompanied the application unless otherwise agreed in writing.

Reason for Condition:

To safeguard the amenity of the future occupants of the development in accordance with saved policy DC1 Rossendale District Local Plan.

- 6 The rating level (LAeq,T) from all fixed plant, machinery and mobile medical units associated with the development, when operating simultaneously, shall not exceed the background noise level (LA90,T) by more than 5/0/ -5dB at any time when measured at the closest residential property; 't' refers to any 1 hour period between 07.00hrs and 23.00hrs and any 5 minute period between 23.00hrs and 07.00hrs unless otherwise agreed in writing by the Local Planning Authority

Reason for Condition:

To safeguard the amenity of the future occupants of the development in accordance with saved policy DC1 Rossendale District Local Plan.

- 7 No construction approved by this permission shall be commenced until:

- a) A desktop study has been undertaken to identify all previous site uses, potential contaminants that might reasonably be expected given those uses and other relevant information. Using this information a diagrammatical representation (Conceptual Model) for the site of all potential contaminant sources, pathways and receptors has been produced.

- b) A site investigation has been designed for the site using the information obtained from (a) above. This should be submitted to, and approved in writing by the local planning authority prior to that investigation being carried out on the site.

c) The site investigation and associated risk assessment have been undertaken in accordance with details approved in writing by the local planning authority.

d) A Method Statement and remediation strategy, based on the information obtained from (c) above has been submitted to and approved in writing by the Local Planning Authority. The development shall then proceed in strict accordance with the measures approved.

A completion Report shall be submitted to the Local Planning Authority detailing the conclusions and actions taken at each stage of the works (to include validation works).

Reason for Condition:

To ensure the site is properly remediated and any risk to human health and controlled waters is minimised in accordance with saved Policy DC1 of the Rossendale District Local Plan.

- 8 Notwithstanding what is shown on the submitted drawings, the construction shall not be commenced until full details (including representative samples and where required sampled panels constructed on site) of the external materials of construction to be used in the construction for the development (including any roller shutters), and for any means of enclosure forming part of the development hereby approved, have been submitted to and first approved in writing by the Local Planning Authority, and no others shall thereafter be used unless otherwise first agreed in writing by the LPA.

Reason for Condition:

In the interests of visual amenity and to accord with saved Policy DC1 of the adopted Rossendale District Local Plan.

- 9 The landscape scheme set out in drawing AMRHC/01 hereby approved shall be carried out in accordance with the agreed phasing details. Any trees or shrubs dying within five years of planting shall be replaced with the same species within twelve months.

Reason for Condition:

In the interests of visual amenity and to accord with saved Policy DC1 of the adopted Rossendale District Local Plan.

- 10 Prior to the commencement of construction on site, samples of all the materials to be used for all the hard-surfaced external areas, together with free standing signs, bollards, benches, litter bins, boundary treatment or other street furniture to be provided as well as levels within the public realm shall be submitted to and approved in writing by the Local Planning Authority. The development shall be constructed in accordance with the approved details and thereafter maintained.

Reason for Condition:

In the interests of visual amenity and to accord with saved Policy DC1 of the adopted

Rossendale District Local Plan.

- 11 Prior to first occupation of the development a scheme detailing security measures for both sites shall be submitted to and approved in writing by the Local Planning Authority. The development shall be undertaken in accordance with the approved scheme.

Reason for Condition:

In the interests of designing out crime in accordance with saved policy DC1 of the Rossendale District Local Plan.

- 12 No construction approved by this permission shall be commenced until a scheme for the provision of surface water drainage works has been approved by the Local Planning Authority. The scheme shall be completed in accordance with the approved plans.

Reason for Condition:

To reduce the increased risk of flooding by ensuring the provision of a satisfactory means of surface water disposal in accordance with PPS 25 - Flood Risk.

- 13 No construction approved by this permission shall be commenced until a scheme for the provision and implementation of a surface water regulation system has been approved by the Local Planning Authority. The scheme shall be completed in accordance with the approved plans.

Reason for Condition:

To reduce the increased risk of flooding by ensuring the provision of a satisfactory means of surface water disposal in accordance with PPS 25 - Flood Risk.

- 14 All floor levels shall be set no lower than 169.00 metres Above Ordnance Datum.

Reason for Condition:

To reduce the danger to intended occupants of the building(s) from potential flooding in accordance with PPS 25 - Flood Risk.

- 15 Prior to demolition of the existing Rawtenstall Health Centre all the trees within (or overhanging) the site, with the exception of those trees clearly shown to be felled on the submitted plan, have been surrounded by substantial fences which shall extend to the extreme circumference of the spread of the branches of the trees (or such positions as may be agreed in writing by the Local Planning Authority). Such fences shall be erected in accordance with a specification to be submitted to and approved in writing by the Local Planning Authority and shall remain until all development is completed and no work, including any form of drainage or storage of materials, earth or topsoil shall take place within the perimeter of such fencing.

Reason for Condition:

In the interests of visual amenity and to accord with saved Policy DC1 of the adopted Rossendale District Local Plan.

- 16 Deliveries, collections and servicing of the development, from larger vehicles, shall not take place during the operational hours of 08.00 to 18.00 hours, unless otherwise agreed in writing by the Local Planning Authority.

Reason for Condition:

In order to maintain safety within the car park and to maintain flow of traffic on local roads when the development is in operation in accordance with Policy DC1 of the adopted Rossendale District Local Plan.

- 17 Prior to construction of the development hereby approved a Car Park Management Strategy shall be submitted to, and approved in writing by the Local Planning Authority. The strategy to include both car parking areas and indicate layouts, means of access and egress, one way systems, maximum duration of stay (where appropriate), car parking charges (where appropriate), operation of barrier system, relocation of disabled parking bays and signing. The plan and approved layouts to be implemented prior to first opening.

Reason for Condition:

To allow for the effective and efficient use of the parking areas and maintain the flow of traffic on local roads when the development is operational in accordance with saved Policy DC1 of the adopted Rossendale District Local Plan.

- 18 Prior to the first occupation of the development hereby approved, a travel plan shall be submitted by the applicant/developer/owner or successor in title of the land edged red to be approved by the Local Planning Authority. The approved scheme shall be implemented on the development first being occupied and shall thereafter be audited and updated on a 6-monthly basis to be agreed with the Local Planning Authority.

Reason for Condition:

To promote sustainable travel patterns in the interests of sustainability pursuant to PPG13 - Transport.

- 19 Prior to the construction of the development details of the off site highways works (as identified on drawing 3P7318-SK005 Rev A) shall be provided and agreed in writing by the Local Planning Authority. These shall be maintained at all times to the satisfaction of the Local Planning Authority.

Reason for Condition:

In order to satisfy the Local Planning Authority that the final details of the highways scheme are acceptable in accordance with saved Policy DC1 of the adopted Rossendale District Local Plan.

- 20 The development shall be carried out in accordance with the following approved plans unless otherwise agreed in writing by the Local Planning Authority:

Location:  
Site Plan

AR-WS-XX-PL-100-001

AR-WS-XX-PL-100-014 Topographical Plan XX-PL-100-002C Floor Plans 00-PL-200-001B		AR-WS-	
AR-XX-01-PL-200-001B		AR-XX-	
AR-XX-02-PL-200-001C Elevations XX-EL-251-001		AR-XX-	
AR-XX-XX-EL-251-002C			
AR-XX-XX-DT-251-001 Sections AR-XX-XX-SE-251-001C Typical windows XX-DT-251-001 Roof Plan		AR-XX-	
AR-XX-RF-PL-240-001D Cycle Store Details XX-PL-100-015A Bin Store / Refuse Disposal 015A		AR-WS-	
Landscaping Details AMRHC/01	Dwg.		No.
External Lighting Details 008.032.P1 Rev A	Dwg.		No.
Highway Works			
	3P7318-SK005 Rev A		

Reason for Condition;  
For the avoidance of doubt.

#### Summary of Reasons for Approval

The scheme will represent a significant regeneration project to the benefit of the Rawtenstall and the wider Borough. The proposal would result in a positive impact upon the neighbouring Conservation Area, the level of on site parking is acceptable and the development would not have a detrimental impact upon the nearby listed building. The application complies with policies of the development plan as a whole and there are no other material considerations which outweigh this view.

Summary of the policies and proposals in the Development Plan(s) which are relevant to the decision

DC.1 Development Criteria

DC.4 Materials

**Informatives**

- 1 The applicant is advised that the requirements of all the conditions precedent must be satisfied prior to the commencement of the development. Failure to satisfy the conditions precedent renders all development unauthorised and unlawful and appropriate action may be taken by the Council.
  
- 2 The applicants attention is drawn to the full advice of the Environment Agency dated 10<sup>th</sup> October 2008
  
- 3 The grant of planning permission does not entitle the developer to obstruct a right of way and any proposed stopping-up or diversion of a right of way should be the subject of an Order under the appropriate Act.
  
- 4 The grant of planning permission will require the applicant to enter into an appropriate Legal Agreement, with the County Council as Highway Authority. The Highway Authority hereby reserves the right to provide the highway works within the highway associated to this proposal. Provision of the highway works includes design, procurement of the work by contract and supervision of the works. The applicant should be advised to contact the Executive Director of Environment at PO Box 9, Guild House, Cross Street, Preston PR1 8RD in the first instance to ascertain the details of such an agreement and the information to be provided.

Date:

Development Control  
Town Centre Offices  
Rawtenstall, BB4 7LZ

Linda Fisher  
Executive Director Business

## Notes

This permission refers only to that required under the Town and Country Planning Act 1990 and does not include any consent or approval under any other enactment, byelaw, order, regulation or Act. This consent does not constitute Listed Building Consent.

## Appeal

If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he or she may appeal to the Secretary of State in accordance with sections 78 and 79 of the Town and Country Planning Act 1990 within six months of the date of this notice. (Appeals must be made on a form which is obtainable from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or from the web site [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk)). The Secretary of State has the power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been so granted otherwise than subject to the conditions imposed by the Council. Appeals that are pursued unreasonably may be the subject of an award of costs in accordance with the provision of Circular 8/93.

## Purchase Notices

If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provision of Part VI of the Town and Country Planning Act 1990.