

Dated 11 June 2019

ROSSENDALE BOROUGH COUNCIL

And

BROTHER DEVELOPMENTS LIMITED

And

HOMES AND COMMUNITIES AGENCY

Trading as Homes England



A PLANNING OBLIGATION BY AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

relating to land off Greensnook Lane, Bacup

Rosendale Borough Council
The Business Centre
Futures Park
Bacup
OL13 0BB

THIS AGREEMENT is made the 11th day of June 2019

BETWEEN

(1) ROSSENDALE BOROUGH COUNCIL of The Business Centre, Futures Park, Bacup, Rossendale, OL13 0BB ("the Council")

(2) BROTHER DEVELOPMENTS LIMITED (Co. Regn. No. 2849693) of Todd Carr Road, Waterfoot, Rossendale, BB4 9SJ ("the Owner")

(3) HOMES AND COMMUNITIES AGENCY (trading as Homes England) of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington WA3 7QH ("the Mortgagee")

1. Recitals

1.1 The Council is the local planning authority for the purposes of the Act for the area within which the Site is located and is the authority by which the planning obligations herein contained are enforceable.

1.2 The Owner has applied to the Council pursuant to the Act for permission to develop the Site under the Application reference 2018/0202 and enter this Agreement with the intention that it is bound by the obligations contained herein.

1.3 The Owner is the freehold owner of the Site which is registered at the Land Registry under title number LA895031.

1.4 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Section 106 of the Act and the Owners are the persons against whom such obligations are enforceable in respect of the Site.

1.5 The Owners have agreed to enter into this Agreement so as to create a planning obligation in favour of the Council pursuant to Section 106 of the Act and to be bound and to observe and perform the covenants hereinafter contained.

1.6 The Mortgagee is the proprietor of the charge dated 28 March 2019 over the Site and has agreed to enter into this deed to give its consent to the terms of this deed.

2. Definitions and Interpretation

2.1

"the Act"	means the Town & Country Planning Act 1990 (as amended) or any statute amending or modifying repealing or re-enacting the same for the time being in force.
"the Application"	means the application for detailed planning permission numbered 2018/0202 dated 20 th April 2018 for the erection of 26 no. dwellings

	comprising 8no. 3 bedroom dwellings and 18no. 4 bedroom dwellings and associated works and landscaping
"BCIS All-in Tender Price Index"	means the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same) for the quarter in which the contribution (or any part of it) is paid;
"the Borough"	means the Borough of Rossendale
"Chargee"	means any mortgagee or chargee of the Registered Provider or any administrator, receiver including any fixed charge receiver, receiver appointed under the Law of Property Act 1925, administrative receiver or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security or any housing administrator howsoever appointed
"Church Parking Spaces"	Means four parking spaces identified by pink dots on Plan 2
"Commence"	means the carrying out of a material operation as defined by section 56 (4) of the Act (excluding for the purposes of this Agreement and for no other purpose any Preparatory Operation) in accordance with the Planning Permission and the expressions "Commencement" shall have a corresponding meaning.
"Commencement Date"	means the date of the Commencement of the Development
"Development"	means the development proposed in the Application and described at the Second Schedule.
"Dwelling"	means a residential dwelling (including a house, apartment, bungalow or maisonette) to be constructed on the Site in accordance with the Planning Permission and "Dwellings" shall be construed accordingly and includes both Market Units and an Affordable Housing Units.
"Interest"	means interest at the rate of 3 per cent above the base lending rate of the Bank of England from time to time unless where otherwise expressly stated herein.
"Interest Bearing Account"	means a separately identifiable account within the financial accounting system of the Council to

	which will be added interest equivalent to that which the Borough Council obtains on its interest
"NPPF"	means the National Planning Policy Framework issued by the Department for Communities and Local Government on 19 February 2019
"Occupation"	means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly.
"the Owner (s)"	Brother Developments Limited
"Plan 1"	means the Plan annexed hereto and marked 'Plan 1'
"Plan 2"	means the Plan annexed hereto and marked 'Plan 2'
"Planning Permission"	means the detailed planning permission (as may be amended or varied from time to time) granted in accordance with the Application in the form of and subject to the conditions set out in the draft in the Third Schedule or any reserved matters approval granted pursuant to any Qualifying Application.
"Preparatory Operation"	means a material operation as specified in Section 56(4) of the Act provided that the term "material operation" in Section 56(4) shall not for the purposes of this Agreement include operations in connection with site clearance, demolition, ground stabilisation, archaeological investigation, investigation for the purpose of assessing contamination, removal of contamination, diversion and laying of Services, earthworks and the erection of means of enclosure for the purposes of site security and/or display of notices or advertisements, exploratory boreholes and any dug works, matters and operations to enable any of the foregoing to take place.
"Qualifying Application"	means any application for reserved matters approval in relation to the Planning Permission and/or any subsequent applications for planning permission made under section 73 of the Act

	and/or in accordance with article 20 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 in respect of the Development
"RPIX"	means the Retail Prices Index excluding Mortgage Interest Payments (RPIX) published by the Office for National Statistics each month and if such index ceases to exist such other similar index as the Council shall specify to the Owners In writing.
"Services"	means all the media and apparatus for the supply and removal of water, sewerage, gas and electricity.
"Site"	means the land against which this Agreement may be enforced shown for illustrative purposes only edged red on Plan 1 and as more particularly described in the First Schedule.
"Working Day"	means any day on which the clearing banks in the City of London are (or would be but for strike, lockout, or other stoppage affecting such banks generally) open during banking hours Monday to Friday (inclusive) excluding national holidays and the period 24 December - 1 January inclusive and excluding Saturdays, Sundays and bank holidays.

- 2.2 The expressions "the Council" and "the Owners" shall where the context admits include their successors in title and assigns (and in the case of the Council the successor to its statutory functions) and those deriving title under each of them.
- 2.3 Words importing one gender shall be construed as including any gender.
- 2.4 Words importing the singular shall be construed as importing the plural and vice versa.
- 2.5 The clause and the paragraph headings in the body of this Agreement and in the Schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation. Reference made to any clause paragraph or schedule or recital context is a reference to a clause paragraph or schedule or recital in this Agreement.
- 2.6 In the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation permission direction or plan made or issued under the statute or deriving validity from it.

3. Legal Effect

- 3.1 This Agreement is a planning obligation and is made pursuant to Section 106 of the Act and the obligations contained in this Agreement are planning obligations for the purposes of that section insofar as they fall within the terms of sub-section 106(1) and with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.
- 3.2 Insofar as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers with the intention that the obligations contained herein are planning obligations for the purposes of the provisions in respect of the Site which may be enforced by the Council against the Owners.
- 3.3 The parties agree that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) relating to planning obligations and all other relevant regulations thereunder are satisfied.

4. COMMENCEMENT

- 4.1 This Agreement is conditional upon the grant of the Planning Permission and shall not take effect until the Commencement of Development authorised by the Planning Permission.
- 4.2 Save for the provisions of clause 7.8 and 7.10 (Land Charges registration) and 7.13 (third parties) and 9 (Legal Costs) 7.3 (Notices) 10 (Notices of Change in Ownership) and Paragraph 1 of the Fourth Schedule (notice of intended Commencement of Development) which shall come into effect immediately upon completion of this Agreement.

5. The Covenants of the Owners

- 5.1 The Owner hereby covenants with the Council to perform the obligations on its part specified in the Fourth Schedule.

6. The Covenants of the Council

6.1 The Council hereby covenants with the Owner to perform the obligations on its part specified in the Fifth Schedule.

7. Agreements and Declarations

It is hereby agreed and declared as follows:

- 7.1 Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.2 This Agreement is governed by and interpreted in accordance with the Law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.
- 7.3 Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid first class or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for this purpose by notice served under this Agreement and any such notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face value it is signed on behalf of the Council by an officer or duly authorised signatory thereof.
- 7.4 Where any certificate, consent, permission, nomination or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the decision of the same shall not be unreasonably be delayed or withheld and if refused written reasons for the refusal shall be provided.
- 7.5 No person shall be liable for breach of a covenant contained in this Agreement after it shall have parted with all interest in the Site or that part of the Site in respect of which such breach occurred but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 7.6 This Agreement shall not be enforceable against:
- 7.6.1 owner-occupiers or tenants of any Dwelling constructed pursuant to the Planning Permission or against those deriving title there from;
 - 7.6.2 any mortgagee or chargee of a Dwelling or any receiver appointed by such a mortgagee unless such shall go into possession of the Site or part thereof;
 - 7.6.3 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;
 - 7.6.4 the relevant highway authority to whom any part of the Site is disposed of for the purposes of adoption of any roads and/or footpaths and or/cycle ways to be constructed on the Site.
- 7.7 PROVIDED ALWAYS THAT nothing in this Agreement restricts or is intended to restrict the exercise at any time by the Council of any of their statutory functions or discretions in relation to any part of the Site or otherwise.
- 7.8 If the Planning Permission shall expire before the Commencement Date or shall at any time be quashed, revoked, otherwise withdrawn or it is, without the consent of the Owner,

modified by any statutory procedure the provisions of this Agreement shall forthwith determine and cease to have effect (insofar only as they have not already been complied with) and any Local Land Charge registered pursuant to clause 7.10 shall be cancelled as soon as reasonably practicable.

7.9 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

7.10 This Agreement shall upon completion be registered by the Council as a Local Land Charge.

7.11 If any sum due under this Agreement shall remain unpaid after the same has become due (without prejudice to any other right of the parties to this Agreement) Interest shall be paid thereon by the defaulting party to the other party from the date the sum becomes due to the date of actual receipt of the payment by the receiving party at the rate of 3% above the base lending rate of the Bank of England from time to time.

7.12 Obligations entered into by any party which comprises of more than one person shall be deemed to be joint and several.

7.13 This Agreement is binding on successors in titles and assigns.

7.14 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default.

7.15 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

7.16 Nothing in this Agreement shall be construed as granting planning permission or any other approval consent or permission required from the Council in exercise of any other statutory function.

8. Disputes

8.1 Unless and to the extent not specified otherwise in this Agreement any dispute (save for any disputes as to matters of law) shall be referred at any appropriate time by any party hereto to a person having appropriate professional qualifications and experience in such matters ("the Expert") appointed jointly by the parties or in default of agreement within 10 Working Days after either party has given to the other a written request requiring the appointment of the expert by the President for the time being of the Royal Institution of Chartered Surveyors or the President of such other professional body as shall be relevant for the nature of the dispute in question (as appropriate) (or on his behalf) on the application of either party and such reference shall be deemed to be submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

8.2 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.

- 8.3 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties (except where there is a manifest error and/or on a matter of law) and the following provisions shall apply to the Expert.
- 8.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct.
- 8.5 The Expert shall give each of the parties an opportunity to make representations to him before making his decision which he shall make available to the other parties on request.
- 8.6 The Expert shall be entitled to obtain opinions from others if he so wishes.
- 8.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.
- 8.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.
- 8.9 If the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary.
- 8.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.
- 8.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience in the same manner and the same terms as set out in clauses 8.1 to 8.10 inclusive who shall determine which type of professional should be appointed in relation to such matter.

9. Legal Costs

- 9.1 The Owners agree to pay to the Council on the date hereof the sum of £1500 (one thousand five hundred pounds) as a contribution towards the reasonable legal costs incurred by the Council in the negotiation preparation and execution of this Agreement.

10. Notice of Change in Ownership

- 10.1 The Owners agree with the Council that until all obligations under this Agreement have been discharged to give the Council notice of any change in ownership of any of their legal interests in the Site and the creation of any new legal interests by them on the Site within 15 Working Days of the occurrence of such change or creation and such notice shall give details of the transferee's full name and registered office (if a company) or usual address together with the area of the Site or relevant unit of occupation by reference to a plan.

11. Mortgagee Consent

- 11.1 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Mortgagee over the Site shall take

effect subject to this Agreement PROVIDED THAT the Mortgagee and any future mortgagee of the Site shall have no liability under this Agreement unless it itself caused the breach of the Agreement whilst mortgagee in possession, in which case it too will be bound by the obligations as if it were a person deriving title in the Site from the Owner. The Mortgagee and any future mortgagee of the Site shall in no circumstances be liable for any pre-existing breach. The Mortgagee and any future mortgagee of the Site shall have no liability after they have discharged the security or disposed of the Site which is subject to their security, whether by sale or otherwise.

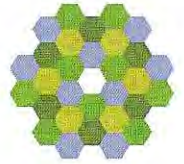
THE FIRST SCHEDULE

THE SITE

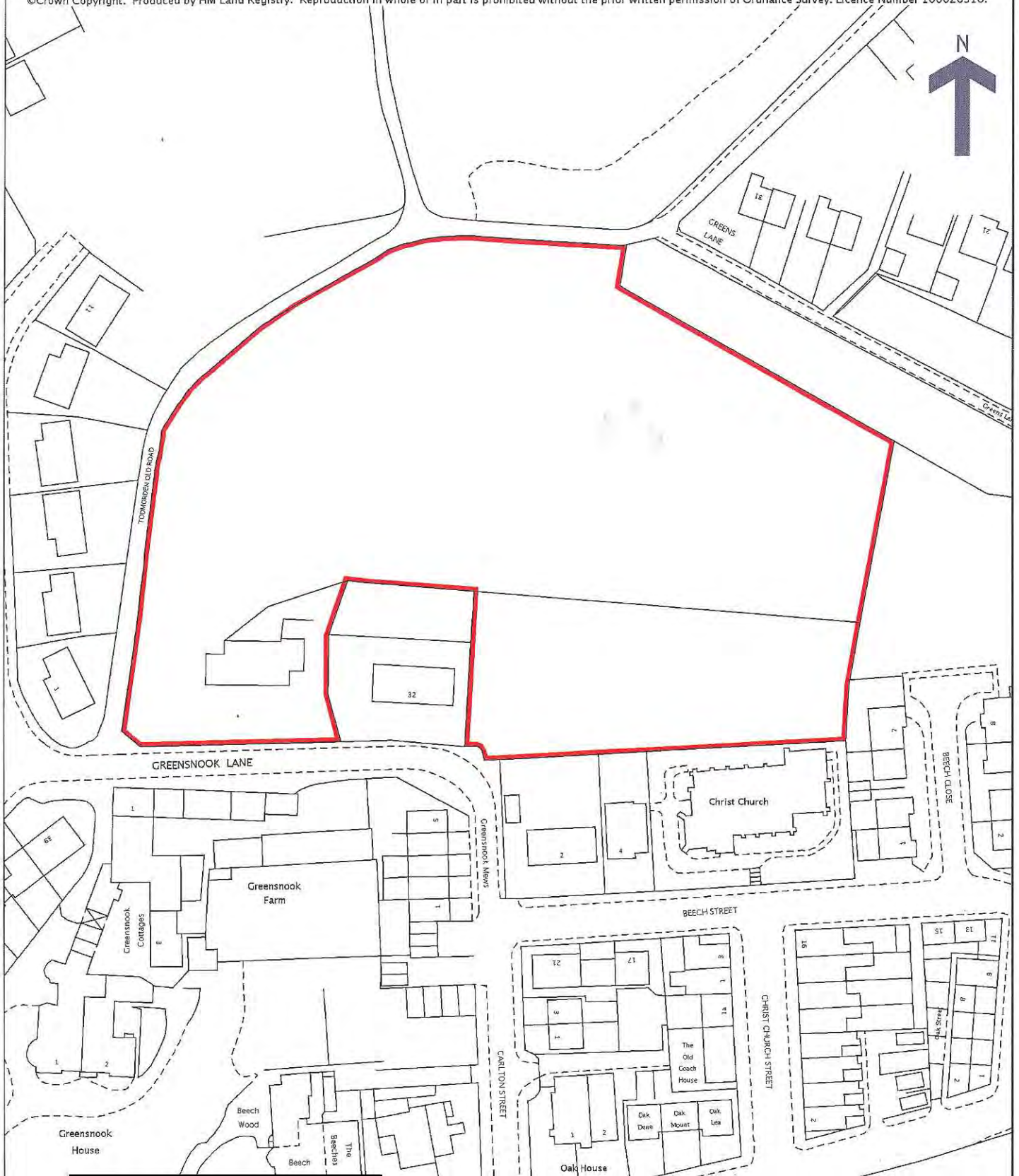
The registered freehold land at land off Greensnook Lane, Bacup being part of the land registered at the Land Registry under Title Number LA895031 and for the purposes of identification only shown edged red on Plan 1.

HM Land Registry
Official copy of
title plan

Title number LA895031
Ordnance Survey map reference SD8723SW
Scale 1:1250
Administrative area Lancashire : Rossendale



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PLAN 1

THE SECOND SCHEDULE
DESCRIPTION OF THE DEVELOPMENT

Full: Erection of 26 no. dwellings comprising 8no. 3 bedroom dwellings and 18no. 4 bedroom dwellings and associated works and landscaping
Application No: 2018/0202

**THE THIRD SCHEDULE
DRAFT PLANNING PERMISSION**

Rossendale Borough Council

APPLICATION FOR PLANNING PERMISSION

Town and Country Planning Act 1990

Applicant Name:

Notice Recipient: Mrs Beverley Moss



Part 1 – Particulars of Application:

Date Received: 18th May 2018

Application Number: 2018/0202

Proposed Works: Full: Erection of 26 no. dwellings comprising 8no. 3 bedroom dwellings and 18no. 4 bedroom dwellings and associated works and landscaping

Location: Land Off Greensnook Lane Bacup

Following consideration of the application in respect of the proposal outlined above, it was resolved to **GRANT PLANNING PERMISSION** for the following reasons:-

SUMMARY REASON FOR APPROVAL

The proposed development is appropriate in principle. Given that the site is contained on all sides by existing residential development, it is not considered that the proposed scheme would cause undue harm to landscape character in long distance views, despite its relatively elevated position. It is considered that the development would not unduly detract from visual and neighbour amenity or highway safety. It is considered that the development is in accordance with the National Planning Policy Framework and Policies 1, 8, 9, 18, 22, 23 and 24 of the adopted Core Strategy DPD.

CONDITIONS:

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

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

2. The development shall be carried out in accordance with the following plans unless otherwise required by the conditions below or first agreed in writing by the Local Planning Authority:

- Application Form received on 18th May 2018.
- M3330.PL.01 - Site Location Plan - received on 18th May 2018.
- M3330.PL.02M - Site Layout Plan - received on 8th August 2018.
- 1672-03F - Landscape Layout - received on 8th August 2018.
- 1672-201D - Planting Plan (1 of 2) - received on 8th August 2018.
- 1672-202D - Planting Plan (2 of 2) - received on 8th August 2018.

- 1672-102C - Tree Retention, Removals and Protection - received on 18th May 2018.
- 30269-1F - Highways Drainage Layout - received on 18th May 2018.
- 30269-8B - External Levels Layout - received on 18th May 2018.
- 5742-01-04 - Drainage Strategy for FRA Purposes - received on 18th May 2018.
- M333 PL 18 - Site Section and Fence Types - received on 18th May 2018.
- M3330 PL 03 A - Type A1 House Type - received on 18th May 2018.
- M3330 PL 05 A - Type C House Type - received on 18th May 2018.
- M3330 PL 07 A - Type D1 House Type - received on 18th May 2018.
- M3330 PL 09 A - Type E1 House Type - received on 18th May 2018.
- M3330 PL 11 A - Type F1 House Type - received on 18th May 2018.
- M3330 PL 13 A - Type G1 House Type - received on 18th May 2018.
- M3330 PL 15 - Type A House Type - received on 18th May 2018.
- M3330 PL 17 - Type D House Type - received on 18th May 2018.
- Proposed Materials Schedule - received on 18th May 2018.

Reason: To ensure the development complies with the approved plans and submitted details, in accordance with Policies 1 and 24 of the adopted Core Strategy DPD.

3. Within 3 months of commencement of development, details of the proposed arrangements for future management and maintenance of the estate road, stepped pedestrian access and Church parking spaces within the development shall be submitted to and approved by the Local Planning Authority. They shall thereafter be maintained in accordance with the approved management and maintenance details until such time as an agreement has been entered into with the Highway Authority or a private management and maintenance company has been established.

Reason: To ensure appropriate maintenance arrangements are in place, in the interests of highway safety.

4. Within 3 months of commencement of development full engineering, drainage, street lighting and constructional details to adoptable standards (LCC specification) of the internal estate roads shall be submitted to the Local Planning Authority for its approval. The development shall, thereafter, be constructed in accordance with the approved details.

Reason: In the interests of highway safety

5. Prior to first occupation of any of the dwellings hereby approved, the internal estate roads shall be constructed in accordance with the approved engineering details to at least base course level.

Reason: In the interests of highway safety.

6. Prior to the occupation of each dwelling its driveways and parking areas shall be constructed, surfaced in a bound material and made available for use. The driveways and parking areas shall be maintained for vehicular access / parking purposes for the as long as the development is occupied.

Reason: To ensure adequate off-street parking provision for the development, in the interests of highway safety.

7. Prior to first occupation each dwelling shall be provided with a secure cycle store for at least 2 cycles.

Reason: In the interests of promoting sustainable modes of transportation.

8. Prior to the first occupation each dwelling shall be provided with an electric vehicle charging point.

Reason: In the interests of promoting sustainable modes of transportation.

9. The development shall be carried out in accordance with the Traffic Management Plan (dated July 2017) and Health and Safety Plan (for B&E Boys Ltd) (dated January 2017) approved as part of the discharge of condition 3 pursuant to planning approval 2015/0358.

Reason: In the interests of highway safety and neighbour amenity.

10. Foul and surface water shall be drained on separate systems.

Reason: To secure proper drainage and to manage the risk of flooding and pollution.

11. No development shall take place until a surface water drainage scheme, based on the hierarchy of drainage options in the National Planning Practice Guidance with evidence of an assessment of the site conditions, has been submitted to and approved in writing by the Local Planning Authority.

The surface water drainage scheme must be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards. In the event of surface water draining to the public surface water sewer, the pass forward flow rate to the public sewer shall be restricted to 10 l/s.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution.

12. No earthworks shall take place until a re-survey of the site has been carried out by a suitably qualified ecologist for badger setts, and the findings in the form of a report have been submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of protecting any badgers on the site

13. No works to trees or shrubs shall occur between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably qualified ecologist has been carried out immediately prior to clearance, and written confirmation that no active bird nests are present has been submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of protecting nesting birds on the site.

14. The development shall be carried out in strict accordance with the remediation details approved under application 2017/0408 (approval of details reserved by planning permission 2015/0358), comprising:

- RGS Geotechnical Reports J3063/16/E-1 and J3063/15/E
- Additional testing / sampling as specified in the email of 20th December 2017 (11:44) from Rob Palmer (RGS) to Martin Plant (Salford City Council).

Reason: To mitigate hazards associated with land contamination and to prevent pollution.

15. Pursuant to condition 13 and prior to first occupation of any of the dwellings a verification report, which validates that all remedial works undertaken on site were completed in accordance with those agreed with the Local Planning Authority, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of safeguarding the development from hazards associated with land contamination.

16. Any boundary walls/fences/gates/hard-surfaced external areas forming part of the approved scheme shall be completed prior to first occupation of any of the dwellings hereby approved. Any measures for the protection of trees to be retained forming part of the approved scheme shall be complied with for the duration of ground works / construction works associated with the development hereby approved. Any planting forming part of the approved scheme shall be carried out in the following planting season and any trees or shrubs removed, dying or becoming seriously damaged or diseased within 5 years of planting shall be replaced by trees or shrubs of a similar size or species, unless otherwise first agreed in writing by the Local Planning Authority.

Reason: To ensure that the development will be of satisfactory appearance, in accordance with Policies 1 and 23 of the Council's Core Strategy DPD.

17. No development shall take place until a management and maintenance plan for the large area of grassland to be retained on site (as shown on drawing reference 1672-103_F (Landscape Layout)) has been submitted to and approved in writing by the Local Planning Authority. The area of grassland shall thereafter be managed and maintained in accordance with the approved details for the lifetime of the development.

Reason: In the interests of visual and neighbour amenity.

18. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that order with or without modification), no development as specified in Schedule 2 Part 1 Class F (hard surfaces incidental to the enjoyment of a dwelling house), other than those expressly authorised by this permission, shall be carried out without express planning permission first being obtained from the Local Planning Authority.

Reason: To enable the Local Planning Authority to manage the appearance of the development and to safeguard the character and visual amenities of the area, and to ensure that adequate soft landscaping is retained within the curtilage of the dwellings in accordance with Policies 1 and 24 of the Core Strategy.

INFORMATIVES

1. The Local Planning Authority has a Core Strategy (adopted in November 2011) and a series of Supplementary Planning Documents, which can be viewed at:

http://www.rossendale.gov.uk/downloads/download/331/core_strategy_local_plan_part_1_adopted

The Council operates a pre-application planning advice service. All applicants are encouraged to engage with the Local Planning Authority at the pre-application stage. In this case the applicant did not engage in pre-application discussions.

The Local Planning Authority has considered the application and where necessary considered either the imposition of planning conditions and/or sought reasonable

amendments to the application in order to deliver a sustainable form of development in accordance with the National Planning Policy Framework and the local planning policy context.

2. Cadent have identified operational gas apparatus within the application site boundary. This may include a legal interest (easements or wayleaves) in the land which restricts activity in proximity to Cadent assets in private land. The Applicant must ensure that proposed works do not infringe on Cadent's legal rights and any details of such restrictions should be obtained from the landowner in the first instance.

If buildings or structures are proposed directly above the gas apparatus then development should only take place following a diversion of this apparatus. The Applicant should contact Cadent's Plant Protection Team at the earliest opportunity to discuss proposed diversions of apparatus to avoid any unnecessary delays.

If any construction traffic is likely to cross a Cadent pipeline then the Applicant must contact Cadent's Plant Protection Team to see if any protection measures are required.

All developers are required to contact Cadent's Plant Protection Team for approval before carrying out any works on site and ensuring requirements are adhered to.

3. Whilst the trees to be felled have been assessed as low risk for bats, the applicant is reminded that under the Habitat Regulation it is an offence to disturb, harm or kill bats. If a bat is found during felling all work should cease immediately and a suitably licensed bat worker employed to assess how best to safeguard the bat(s). Natural England should also be informed.

Date:
Development Control
First Floor
The Business Centre
Futures Park
Bacup
OL13 0BB

Signed:

Mike Atherton
Planning Manager

Please note that this notice does not relieve the applicant from the need to ensure compliance with the appropriate provisions of the Building Act 1984 and the Building Regulations 2000.

IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES ACCOMPANYING THIS NOTICE

**GUIDANCE NOTES FOR APPLICANTS
WHERE AN APPLICATION HAS BEEN APPROVED**

1. APPLICATIONS FOR PLANNING PERMISSION, APPROVAL OF RESERVED MATTERS, LISTED BUILDING CONSENT OR CONSERVATION AREA CONSENT.

If you object to the Local Planning Authority's decision to grant permission, approval or consent subject to conditions, you may appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990 within 12 weeks of the date of this notice. With regard to granted applications concerning listed buildings in a conservation area, you may appeal under Section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 8 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990.

Please make your appeal using a form from The Planning Inspectorate, Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 6372) www.planning-inspectorate.gov.uk. The Secretary of State may allow a longer period for you to give notice of appeal, but will normally only do so if there are special circumstances that excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it appears that the Local Planning Authority could have granted permission for the proposed development only subject to the conditions it imposed, bearing in mind the statutory requirements, the development order, and any directions given under the order. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority made its decision on the grounds of a direction that he or she had given.

It may be that planning permission, conservation area consent or listed building consent is granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State for the Environment; but you, as the landowner, claim that the land is no longer fit for reasonably beneficial use in its existing state and you cannot make it fit for such use by carrying out the permitted development. If so, you may serve a purchase notice on Rossendale Borough Council requiring the Council to buy your interest in the land. You can do this under the Town and Country Planning Act 1990 or Section 32 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 9 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990 in respect of listed buildings and buildings in conservation areas.

You may claim compensation against the Local Planning Authority if the Secretary of State has refused or granted permission subject to conditions, either on appeal or when the application was referred to her or him.

Compensation is payable in the circumstances set out in:

(a) Section 114 and Part II of Schedule 3 of the Town and Country Planning Act 1990; or (b) Section 27 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 9 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990 in respect of listed buildings.

2. ADDITIONAL NOTES ON LISTED BUILDING CONSENT

- 1 If you wish to modify the development referred to in your application or to vary it in any way, you must make another application.
- 2 This notice refers only to the grant of listed building consent and does not entitle you to assume that the City Council has granted its consent for all purposes:

- (a) If you have applied for planning permission under Section 57(1) of the Town and Country Planning Act 1990, we will send you a separate notice of decision;
 - (b) We will send you a separate notice about plans you have submitted under the Building Regulations 2000;
 - (c) If the development for which listed building consent has been granted includes putting up a building for which you have to submit plans under the Building Regulations 2000, you should not do any work connected with erecting that building until you have satisfied yourself that you have complied with Section 219 of the Highways Act 1980 or that they do not apply to this building.
- 3 Even if you have gained listed building consent, you must comply with any restrictive covenants that affect the land referred to in the application.

3. APPLICATION FOR CONSENT TO DISPLAY ADVERTISEMENTS

If the applicant is aggrieved by the decision of the Local Planning Authority to grant consent, subject to conditions, he or she may appeal to the Secretary of State for the Environment in accordance with Regulation 17 and Part 3 of Schedule 4 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 within eight weeks of the receipt of this notice. (Appeals must be made on a form which obtainable from The Planning Inspectorate, Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 6372) www.planning-inspectorate.gov.uk).

IMPORTANT

Compliance with Planning Conditions

The Council's Planning Enforcement Team is responsible for monitoring the implementation of planning permissions. This includes ensuring that all relevant conditions have been complied with. Effective enforcement is important to:

- tackle breaches of planning control which would otherwise have unacceptable impact on the amenity of the area;
- maintain the integrity of the decision-making process;
- help ensure that public acceptance of the decision-making process is maintained.

Whilst the majority of developers/homeowners do comply with the requirements of planning permissions, there are a number who do not. Where any planning conditions are breached, the Council can take formal enforcement action without further notice. Enforcement action could include such measures as requiring remedial works, cessation of use, or complete demolition and can cause the developer/homeowner unnecessary expense, delay and frustration.

It is important that you read and understand the eight points below to avoid any potential breaches of planning control:

- 1) Please take some time to read through the conditions attached to the planning permission and their particular requirements.
- 2) All planning conditions and timeframes for their submission/implementation must be complied with in full, unless a subsequent application or appeal is made to vary or remove those conditions and is subsequently approved.
- 3) Applications to vary conditions attached to a planning permission can take up to 8 weeks to determine (13 weeks if relating to a major planning application). Appeals normally take much longer.

- 4) Applications for approval of details reserved by planning condition (more commonly referred to as condition discharge applications) can take approximately 8 weeks to determine.
- 5) Applicants should ensure that they submit any applications or appeals in good time, well in advance of any anticipated or scheduled start date for commencement of the development.
- 6) If any amendments are sought to the permission, either prior to commencement of development or during the development, the developer should contact the Planning Department at their earliest opportunity to establish what form of application will be required. Work should not continue until any amendments are approved in writing by the Local Planning Authority.
- 7) Fees are normally payable for applications for approval of details reserved by planning condition (condition discharge applications). The relevant application forms, associated fees and details of how to apply can be found on the Planning Portal: www.planningportal.gov.uk
- 8) Should you have any queries relating to any part of the Planning Process the Council's Duty Planning Officer is available Mondays, Wednesdays and Fridays between the hours of 0900-1200 and can be contacted during those times on 01706 217 777 (Option 4).

Mike Atherton
Planning Manager

THE FOURTH SCHEDULE

Owners' Covenants

1. The Owner covenants with the Council as follows:

The Owner shall give notice in writing to the Council of their intention to commence the Development fourteen (14) calendar days prior to Commencement of the Development.

2. Provision of Car Parking Spaces

2.1 Prior to the occupation of the seventh Dwelling the Church Parking Spaces including the vehicle manoeuvring areas shall be surfaced or paved, drained and marked out all in accordance with the approved plan. The Church Parking Spaces and vehicle manoeuvring areas shall not thereafter be used for any purpose other than the parking of and manoeuvring of vehicles.

2.2 On completion of the works referred to in paragraph 2.1 of this schedule ownership of the land which the Church Parking Spaces are located will be transferred to the owners of Christ Church, Beech Street, off Todmorden Road, Bacup subject always to such owners wishing to accept a transfer of the Church Parking Spaces.

THE FIFTH SCHEDULE

The Council's Covenants

Contributions

1. Following the performance and satisfaction of all the obligations contract in this Agreement, the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges held by the Council in respect of this Agreement.

IN WITNESS whereof the Council, the Owner and the Mortgagee have executed this Agreement as a Deed the date and year first before written.

The Common Seal of

ROSSENDALE BOROUGH COUNCIL

Was here unto affixed to the Deed in the presence of:

NO. IN SEAL REGISTER
115440



Executed as a deed by **BROTHER DEVELOPMENTS LIMITED** acting by a director In the presence of:

Signature of Director: _____

Signature of witness: _____

Name (in BLOCK CAPITALS) _____

Address: _____



The common seal of _____)
HOMES AND COMMUNITIES AGENCY)
is hereunto affixed in the presence of: _____)



015702

