

**ADDLESHAW
GODDARD**

Dated 17. May 2019

- (1) ROSSENDALE BOROUGH COUNCIL
- (2) LANCASHIRE COUNTY COUNCIL
- (3) GRANVILLE PICKUP
- (4) HOLLINS STRATEGIC LAND LLP

AGREEMENT

Under section 106 Town and
Country Planning Act 1990
relating to Land OnThe South
Side of Commercial Street,
Loveclough

Contents

Clause	Page
1. Interpretation.....	1
2. Effect of this Agreement	5
3. Miscellaneous	5
4. Commencement Date.....	6
5. Obligations of the Parties.....	6
6. Developer's Consent.....	7
7. Termination of this Agreement.....	7
8. Notices	7
9. Determination of Disputes	8
10. Council's and County Council's Costs	9
11. Indexation	9
12. Interest.....	9
13. Jurisdiction	9
14. Execution	9
The parties have executed this Agreement as a deed and it is delivered on the date set out above.	9
15. Notice of Change in Ownership.....	9
16. The Mortgage Protection	9
 Schedule 1	
Draft Planning Permission	10
 Schedule 2	
Landowner's and Developer's Obligations.....	11
 Schedule 3	
The Council's Obligations	12
 Schedule 4	
The County Council's Obligations.....	13
 Appendix 1	
The Plan	

This Agreement is made on 17. May

2019

Between

- (1) **ROSSENDALE BOROUGH COUNCIL** of Business Centre/Futures Park, Bacup OL13 0BB (**Council**);
- (2) **LANCASHIRE COUNTY COUNCIL** of PO Box 78 County Hall, Fishergate, Preston, Lancashire PR1 8XJ (**County Council**);
- (3) **GRANVILLE PICKUP** of [REDACTED] (**Landowner**); and
- (4) **HOLLINS STRATEGIC LAND LLP** (Company Regn No.: OC330401) of Suite 4, 1 King Street, Manchester M2 6AW (**Developer**)

(together the **parties**)

Whereas

- (A) For the purposes of the 1990 Act, the Council and the County Council are local planning authorities for the area within which the Site is located and the persons who are entitled to enforce the obligations contained in this Agreement.
- (B) The Landowner is the freehold owner of the Site.
- (C) The Developer has an interest in the Site by virtue of a promotion agreement dated 28 June 2018 made between the Landowner and the Developer.
- (D) The Developer submitted the Planning Application to the Council. The Application was given the reference 2018/0554.
- (E) On 26 February 2019 the Council's Planning Committee resolved to grant the Planning Permission subject to the completion of this Agreement, without which Planning Permission would not be granted.
- (F) The parties have agreed to enter into this Agreement with the intent that their interests in the Site shall be subject to the covenants and obligations entered into by them and with the intention that the covenants and obligations entered into by them should create planning obligations enforceable by the Council and/or the County Council against the Landowner and successors in title.

It is agreed

1. Interpretation

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

1980 Act means the Highways Act 1980

1990 Act means the Town and Country Planning Act 1990

Commenced means the implementation of the Development in accordance with section 56(4) of the 1990 Act (and **Commence** shall be construed accordingly) but for the purposes of this Agreement the following shall not constitute implementation:

- (a) site investigations or surveys
- (b) site decontamination
- (c) the demolition of any existing buildings or structures
- (d) the clearance or regarding of the Site
- (e) works connected with infilling
- (f) construction or boundary fencing or hoardings
- (g) construction of temporary accesses and/or highway works
- (h) landscaping works
- (i) laying of sewers and other services
- (j) creation of site compounds and any noise attenuation works

Commencement Date means the date on which the Development is Commenced

Development means the development of the Site as described in the Planning Application

Dwelling means any residential unit of accommodation to be erected on the Site pursuant to the Planning Permission including, for the avoidance of doubt, any flats, maisonettes or apartments

Index means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation

Interest means interest at 3 per cent above the base lending rate of the National Westminster Bank plc from time to time

New Permission means a planning permission authorising the redevelopment of the Site in a manner which would, if such redevelopment were completed, cause the Landowner to be in breach of any or all of the provisions contained in this Agreement

Occupation means the beneficial occupation of Dwellings or other parts of the Development for the purposes permitted by the Planning Permission other than occupation for the purposes of construction and fitting out, security, marketing, staff training or repair and **Occupied** and **Occupy** shall be construed accordingly

Open Space means the space set aside for the enjoyment of leisure and recreation both formally and informally that is legally accessible for this purpose

Open Space and Play Equipment Contribution means the contribution of up to £109,280.00 (being £1,366.00 per Dwelling) to improve recreational facilities at either the Hill Street play area, Loveclough Park play area, Moller Ring Play Area or upgrade the path and cycleway between Goodshawfold and Turton Hollow Road

Open Space and Play Equipment Contribution Purposes means provision of the Open Space and Play Equipment

Plan means the plan attached to this Agreement at Appendix 1

Planning Application means an outline planning application for the erection of up to 80 dwellings and associated works with all matters reserved except for access more specifically described in the application made by Developer and given reference number 2018/0554 and any variations of the same

Planning Permission means the planning permission that may be granted in pursuance of the Planning Application for the Development in the form set out in Schedule 1 (Draft Planning Permission) and including any renewal of the Planning Permission and/or the variation of the Planning Permission (including its conditions)

Play Equipment means Open Space that contains outdoor equipment specifically given over to use for play by children and young people

Primary Cost Per Place means $(£12,257 \times 0.97) \times \text{BCIS All-in Tender Price (318 / 240) (Q1-2018/Q4-2008)} = £15,753.31$ per place

Primary Education Contribution means the sum equating to the number of Primary Pupil Places Required x Primary Cost Per Place to be paid to the County Council in accordance with the terms of this Deed for the provision of additional primary school places at Crawshawbooth Primary School or any subsequent name or designation by which it is known;

Pupil Places Required means the number of primary or secondary Pupils Expected to be Resident in the Development less any Spare Places expected to be available to cater for the Development;

Pupils Expected to be Resident means the sum of the number of Dwellings less Elderly Person Units with a given number of bedrooms x corresponding Pupil Yield Figure for primary or secondary education (rounded to the nearest whole number)

Pupil Yield Figure⁷ means

	Total Number of Bedrooms in Dwelling – Pupil Yield per Dwelling				
	One	two	three	Four	five
<i>Primary</i>	0.01	0.07	0.16	0.38	0.44
<i>Secondary</i>	0	0.03	0.09	0.15	0.23

Reserved Matters Consent(s) means any reserved matters approval granted pursuant to the Planning Permission and in relation to any part of the Site which permits residential development and specifies the number of Dwellings and number of bedrooms permitted on that part of the Site;

Secondary Cost Per Place means $(£18,469 \times 0.97) \times \text{BCIS All-in Tender Price (318 / 240) (Q1-2018/Q4-2008)} = £23,737.28$ per place

Secondary Education Contribution means the sum equating to the number of secondary Pupil Places Required x Secondary Cost Per Place to be paid to the County Council in

accordance with the terms of this Deed for the provision of additional secondary school places at The Hollins Secondary School or any subsequent name or designation by which it is known

Site means the freehold property known as land on the south side of Commercial Street Loveclough registered at HM Land Registry under the title numbers LA538658, LAN209955 and LA460786 shown for identification purposes only edged red on the Plan

Spare Places means the number of primary or secondary places expected to be available to meet the needs of the Development calculated in accordance with the principles set out in Schedule 5 hereto

Specialist means a person qualified to act as an expert having not less than ten years' professional experience in relation to developments in the nature of the Development and where possible property in the same locality as the Site

Working Day means any day from Monday to Friday inclusive which is not Christmas Day, Good Friday, a statutory holiday or a day between Christmas Day and New Year's Day

1.2. In this Agreement:

1.2.1. the clause headings do not affect its interpretation;

1.2.2. unless otherwise indicated, references to clauses and schedules are to clauses of and schedules to this Agreement and references in a schedule to a part or paragraph are to a part or paragraph of that schedule;

1.2.3. references to any statute or statutory provision include references to:

1.2.3.1. all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

1.2.3.2. any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

1.2.4. references to the Site include any part of it;

1.2.5. references to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act and references to the County Council include any successor local highway authority exercising powers under the 1980 Act;

1.2.6. **including** means "including, without limitation";

1.2.7. any covenant by the Landowner and/or the Developer not to do any act or thing includes a covenant not to knowingly permit or allow the doing of that act or thing;

1.2.8. where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually; and

1.2.9. if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

- 1.3. parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. Effect of this Agreement

- 2.1. This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and the County Council.
- 2.2. To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 Localism Act 2011 and all other enabling powers.

3. Miscellaneous

- 3.1. Except as so far as legally and equitably permitted nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council or the County Council of any of their statutory powers, functions or discretions in relation to the Site or otherwise.
- 3.2. This Agreement will be registered as a local land charge by the Council.
- 3.3. The obligations in this Agreement will not be enforceable against a statutory undertaker carrying out its statutory functions and/or after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Landowner to that statutory undertaker.
- 3.4. Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than the Planning Permission, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 3.5. If the Planning Permission is commenced by a party other than the Developer then the Developer shall be released from all obligations, rights or duties to the Council and County Council under the terms of this Agreement in its capacity as Developer provided that in the event that the Developer acquires or owns an interest in any part of the Site the Developer shall continue to be bound by all obligations, rights and duties to the Council and the County Council under the terms of this Agreement in its capacity as the owner of such interest whilst it retains such an interest.
- 3.6. The obligations in this Agreement will not be enforceable against any persons who purchase or occupy a completed Dwelling.
- 3.7. The obligations in this Agreement will not be enforceable against any party acquiring an interest in the Site solely by way of registered legal charge or mortgage, unless that party takes possession of the Site, in which case they will be bound by obligations of this Agreement as an owner, in relation to any parts of the Site over which it has a legal charge but not further or otherwise and provided that, at all times the rights and obligations in this clause shall not require any mortgagee or chargee to act contrary to its duties under the charge or mortgage and the Council and the County Council must give full consideration to protecting the interests of the mortgagee or chargee in respect of monies outstanding under the charge or mortgage.
- 3.8. No person will be liable for any breach of the terms of this Agreement relating to a part of the Site over which they have no legal interest or any breach occurring after the date on which

they part with their interest in the Site or their interest in the part of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 3.8.

- 3.9. This Agreement supersedes all previous planning obligations in so far as they relate to the Site and none of the obligations contained in any previous agreements including those entered into under s.106 of the 1990 Act shall be enforceable in relation to the Site nor shall carrying out the Development trigger any obligations under such agreements including those entered into under s.106 of the 1990 Act.
- 3.10. If it is adjudged by any Court or other tribunal of competent jurisdiction that any part (as opposed to the whole) of this Agreement is unlawful or unenforceable that part of the Agreement shall be construed as severable from the remainder of this Agreement to the effect that the Agreement shall be construed and be enforceable as if the said part was never included in this Agreement.

4. Commencement Date

The obligations contained in clauses 5.1 to 5.4 and the schedules referred to in those clauses do not come into effect until the Commencement Date.

5. Obligations of the Parties

- 5.1. Subject to Clause 6 below, the Developer agrees with the Council and the County Council to comply with the obligations set out in Schedule 2 (Landowner's and Developer's Obligations) in relation to the Development.
- 5.2. The Landowner agrees with the Council and the County Council to comply with the obligations set out in Schedule 2 (Landowner's and Developer's Obligations) in relation to the Development.
- 5.3. The Council agrees with the Landowner and the Developer to comply with the obligations set out in Schedule 3 (The Council's Obligations).
- 5.4. The County Council agrees with the Landowner and the Developer to comply with the obligations set out in Schedule 4 (The County Council's Obligations).
- 5.5. The Council and the County Council agree with the Landowner and the Developer to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council and the County Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 5.6. If the performance of any of the Landowners and/or the Developer's obligations and/or covenants under this Agreement shall be prevented or delayed by any cause outside the direct control of the Landowner and/or the Developer the Landowner and/or the Developer shall give notice of such circumstances to the Council and the County Council and the Landowner and/or the Developer may be relieved by the Council and the County Council from the performance of the obligation for such period but no longer than shall have been reasonable having regard to the circumstances in question.

6. Developer's Consent

The Developer consents to this deed being entered into with the intention that its interest in the Site will be bound by the terms of this deed provided always that such consent is given on the basis that the Developer will not incur any liability to the Council and/or the County Council for any breach of the obligations contained in this deed unless and until it becomes the freehold owner of the Site (or any part thereof) or obtains a leasehold interest in the Site (or any part thereof).

7. Termination of this Agreement

7.1. This Agreement will come to an end if:

7.1.1. the Planning Permission is quashed, expires, is revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable; or

7.1.2. at any time after the date of the this Agreement, the Council or any other competent authority grants a New Permission under which development is implemented for the purposes of section 56 of the 1990 Act.

7.2. Where the Agreement comes to an end under clause 7.1:

7.2.1. the Council is to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site; and

7.2.2. any monies paid under this Agreement to the Council or the County Council are to be returned to the party that made the payment within one month of the Agreement coming to an end together with interest accrued on the monies from and including the date of payment to and including the date of repayment at the base rate from time to time of the Bank of England.

7.3. Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.

7.4. If the Landowner makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Agreement have been discharged and complied with, the Council will place such a note against the entry.

8. Notices

8.1. Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

8.2. Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.

8.3. Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

8.3.1. if delivered by hand, at the time of delivery;

- 8.3.2. if sent by post, on the second Working Day after posting; or
- 8.3.3. if sent by recorded delivery, at the time delivery was signed for.
- 8.4. If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 8.5. For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

9. Determination of Disputes

- 9.1. Subject to clause 9.5, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 9. The notice is to propose a Specialist appropriate to the dispute and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 9.2. Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 9.3. The Specialist is to act as an independent expert and:
 - 9.3.1. each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;
 - 9.3.2. each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 9.3.3. the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 9.3.4. the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
 - 9.3.5. the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 9.3.6. the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 9.4. Responsibility for the costs of referring a dispute to a Specialist under this clause 9, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

9.5. The decision of the Specialist is to be final and binding on the parties except in the case of manifest error.

9.6. This clause 9 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

10. Council's and County Council's Costs

10.1. The Developer shall pay to the Council on or before the date of this Agreement the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the negotiation, completion and registration of this Agreement.

10.2. The Developer shall pay to the County Council on or before the date of this Agreement the County Council's reasonable and proper legal costs incurred in connection with the negotiation and completion of this Agreement.

11. Indexation

Any sum referred to in this Agreement shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is paid.

12. Interest

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13. Jurisdiction

13.1. This Agreement is to be governed by and interpreted in accordance with the law of England and Wales.

13.2. Subject to clause 9, the courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

14. Execution

The parties have executed this Agreement as a deed and it is delivered on the date set out above.

15. Notice of Change in Ownership

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.

16. The Mortgagee Protection

The Council and the County Council acknowledge that any mortgagee or charge of the Site for the time being shall only be bound by obligations in this Agreement when acting as a mortgagee in possession of any part of the Site, but not further or otherwise.

Schedule 1

Draft Planning Permission



Rossendale Borough Council

APPLICATION FOR PLANNING PERMISSION

Town and Country Planning Act 1990

Applicant Name: Hollins Strategic Land
Notice Recipient: Miss Lydia Harper
2 Lockside Office Park
Lockside Road
Preston
PR2 2YS

Part 1 – Particulars of Application:

Date Received: 19th November 2018

Application Number: 2018/0554

Proposed Works: Outline Application: Erection of up to 80 dwellings and associated works with all matters reserved except for access.

Location: Land On The South Side Of Commercial Street Loveclough

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

Although the scheme would result in a significant degree of harm to the open and rural character of the countryside in this location, it would provide a substantial benefit in terms of a contribution towards recognised housing need in a relatively sustainable location. Subject to appropriate mitigation (which can be secured by planning conditions and a Section 106 Agreement) it is considered that the development would not unacceptably detract from visual amenity 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, 17, 18, 21, 22, 23 and 24 of the adopted Core Strategy DPD.

CONDITIONS:

1. An application for approval of the reserved matters (namely the layout, scale, appearance and landscaping of the development) must be made to the Council before the expiration of three years from the date of this permission and the development hereby permitted must be begun two years from the date of approval of the last of the reserved matters to be approved.

Reason: This condition is required to be imposed by the provisions of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The outline planning permission hereby approved relates to the erection of up to eighty residential units which shall be carried out in accordance with the following plans and documents unless otherwise required by the conditions below:

- Application form received on 19th November 2018.
- Site Location Plan (drawing number LOCATION PLAN 01) received on 19th November 2018.

- Access Arrangements (drawing number SK21875-001) received on 19th November 2018.
- Proposed Off-Site Improvement Works (drawing number SK21875-002) received on 2nd January 2019.
- Arboricultural Report (ref: AWA2327) received on 19th November 2018.
- Flood Risk Assessment and Drainage Management Strategy (ref: HYD343_BURNLEY.ROAD_FRA&DMS) received on 19th November 2018.

Reason: To ensure the development complies with the approved plans and submitted details.

3. As part of any reserved matters application where layout is applied for, the applicant shall submit for the approval of the Local Planning Authority the results (in the form of a report) of a scheme of intrusive site investigation which is adequate to properly assess the ground conditions and the potential risks posed to the development by past shallow coal mining activity. The report
Version Number: 1 Page: 11 of 17

shall include a scheme of proposals (and a timetable) for any necessary remedial works to adequately mitigate identified risks. The development shall thereafter be implemented in accordance with the approved details.

Reason: To safeguard against hazards associated with coal mining legacy issues.

4. Either prior to the commencement of the development or as part of the first reserved matters application full details of the alignment, height and appearance of all fences and walls and gates to be erected (notwithstanding any such detail shown on the submitted plans) shall be submitted to and approved in writing by the Local Planning Authority.

Notwithstanding the above there shall be 1.8m boundary treatments between the rear gardens of each individual dwelling, and natural stone walling and native hedgerow planting shall be used around the perimeter of the site where necessary.

No dwelling shall be occupied until all fences, walls and other boundary treatments shown in the approved details to bound its plot have been erected in conformity with the approved details. Other fences, walls and other boundary treatments shown in the approved details shall have been erected in conformity with the approved details prior to substantial completion of the development.

Reason: The required details are not provided as part of this outline application and are required at an early stage in order to ensure a visually satisfactory form of development and to provide reasonable standards of privacy to residents."

5. Either prior to the commencement of the development or as part of the first reserved matters application full details of the following (including samples) shall be submitted to the Local Planning Authority for its approval. No development shall take place until such approval has been given in writing by the Local Planning Authority:

a) All external facing and roofing materials to the proposed dwellings

b) All hard ground surfacing materials.

The dwellings shall be constructed predominantly of natural coursed stone, and shall have exclusively natural slate roofs.

The development thereafter shall be constructed utilising the approved materials.

Reason: The application is in outline only and is not accompanied by detailed plans, and to ensure that the development is appropriate in terms of visual amenity and to ensure that it responds to the local context of the site.

6. Notwithstanding the details shown on the submitted plans the new dwellings shall predominantly be no greater than two storeys in height.

Reason: To ensure that the development is appropriate in terms of visual amenity and to protect neighbour amenity."

7. Any construction works associated with the development hereby approved shall not take place except between the hours of 7:00 am and 7:00 pm Monday to Friday and 8:00 am and 1:00 pm on Saturdays. No construction shall take place on Sundays, Good Friday, Christmas Day or Bank Holidays.

Reason: In the interests of neighbour amenity.

8. No development shall take place until a scheme for the construction of the site access and the off-site highway works has been submitted to and approved in writing by the Local Planning Authority and the necessary agreement entered into with the Highway Authority. No part of the development shall be occupied until all of the works have been carried out in accordance with the approved details.

Reason: In the interests of highway safety.

9. No development shall take place until details of the proposed arrangements for future management and maintenance of the proposed streets within the development have been submitted to and approved by the Local Planning Authority. The streets shall thereafter be maintained in accordance with the approved management and maintenance details until such time as a legal agreement has been entered into the Local Highway Authority or a private management and maintenance company has been established.

Reason: In order to ensure proper management and maintenance of the streets within the development.

10. Within each phase of development, the new estate road/access which serves the site up to the junction with Burnley Road shall be constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads to at least base course level before any development takes place on each phase of the development.

Reason: In the interests of highway safety."

11. Before the access is used for vehicular purposes, that part of the access extending from the highway boundary for a minimum distance of 10m into the site shall be appropriately paved in tarmacadam, concrete, or block pavements.

Reason: To prevent loose surface material from being carried on to the public highway thus causing a potential source of danger to other road users.

12. The new access between the site and Burnley Road shall be constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads to at least base course level before any development takes place within the site.

Reason: To ensure that satisfactory access is provided to the site before the development hereby permitted becomes operative.

13. For the full period of construction, facilities shall be available on site for the cleaning of the wheels of vehicles leaving the site and such equipment shall be used as necessary to prevent mud and stones being carried onto the highway. The roads adjacent to the site shall be mechanically swept as required during the full construction period.

Reason: To prevent stones and mud being carried onto the public highway to the detriment of road safety.

14. No development shall take place until tree protection fencing has been erected to BS 5837 (2012) as detailed in the submitted Arboricultural Report (ref: AWA2327) and as shown on the tree constraints plan.

Reason: To protect trees to be retained on site.

15. As part of the first reserved matters application, further information (in the form of a report compiled by a qualified ecologist) shall be submitted in relation to measures to minimise the risks to any amphibians present in the pond to the west of the site. The submitted report shall be informed through either or both of the following:

- a) Further field survey work such as eDNA or traditional survey;
- b) A detailed reasonable avoidance measures method statement

Reason: In the interests of protecting biodiversity."

16. Prior to the commencement of development a Phase 2 Site Investigation report shall be submitted to and approved in writing by the Local Planning Authority. The investigation shall address the nature, degree and distribution of land contamination on site and shall include an identification and assessment of the risk to receptors focusing primarily on risks to human health, groundwater and the wider environment.

Should unacceptable risks be identified the applicant shall also submit a contaminated land remediation strategy for the approval of the Local Planning Authority prior to commencement of development. No development shall take place until the submitted scheme is approved in writing by the Local Planning Authority.

The development shall thereafter be carried out in full accordance with the duly approved remediation strategy or such varied remediation strategy as may be agreed in writing with the Local Planning Authority.

Reason: In the interests of mitigating hazards associated with land contamination, and preventing pollution.

17. Pursuant to condition 16 and prior to first occupation of any of the dwellings within each phase of development, a verification report, which validates that all remedial works undertaken within that phase 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 mitigating hazards associated with land contamination, and preventing pollution."

18. No development shall commence until details of the design, based on sustainable drainage principles, and implementation of an appropriate surface water sustainable drainage scheme have been submitted to and approved in writing by the local planning authority.

Those details shall include, as a minimum:

- a) Information about the lifetime of the development:
 - Design storm period and intensity (1 in 30 & 1 in 100 year + allowance for climate change see EA advice Flood risk assessments: climate change allowances') - discharge rates and volumes (both pre and post development).
 - Temporary storage facilities.
 - The methods employed to delay and control surface water discharged from the site.
 - The measures taken to prevent flooding and pollution of the receiving groundwater and/or surface waters, including watercourses.
 - Details of floor levels in AOD - mitigation measures essential if various proposed plots are to remain within surface water flooding areas (FRA 7/11/18 Rev1 - Figure 4) - expected flood depths/mitigation measure details required.
- b) The drainage strategy should demonstrate that the surface water run-off must not exceed the pre-development greenfield runoff rate (which has been calculated at 32l/s litres per second total for entire development site - as per FRA 7/11/18 Rev1). The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.
- c) Flood water exceedance routes, both on and off site.
- d) A timetable for implementation, including phasing as applicable.

e) Evidence of an assessment of the site conditions to include site investigation and test results to confirm infiltrations rates.

f) Details of water quality controls, where applicable.

The scheme shall be implemented in accordance with the approved details prior to first occupation of any of the approved dwellings, or substantial completion of the development, whichever is the sooner. Thereafter the drainage system shall be retained, managed and maintained in accordance with the approved details.

Reason: To ensure that the proposed development can be adequately drained, and to ensure that there is no flood risk on or off the site resulting from the proposed development

19. Prior to first occupation of any of the dwellings within each phase of development, the sustainable drainage scheme for that phase shall be completed in accordance with the submitted details.

The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan.

Reason: To ensure that the drainage for the proposed development can be adequately maintained, and to ensure that there is no flood risk on- or off-the site resulting from the proposed development or resulting from inadequate the maintenance of the sustainable drainage system."

Officers consider that the above amendments are appropriate, and will enable adequate scope for flexibility in terms of design at reserved matters stage (whilst retaining full control of design / materials / boundary treatments), and flexibility in the implementation of the development (which may be delivered in phases).

In order to ensure that any phasing of development is suitable, Officers deem it is appropriate to include a further condition as follows:

20. No development shall commence until details of an appropriate management and maintenance plan for the sustainable drainage system for the lifetime of the development have been submitted to and approved in writing by the Local Planning Authority. The submitted details, as a minimum, shall include:

a) The arrangements for adoption by an appropriate public body or statutory undertaker, management and maintenance by a Residents' Management Company.

b) Arrangements concerning appropriate funding mechanisms for its on-going maintenance of all elements of the sustainable drainage system (including mechanical components) and will include elements such as:

- On-going inspections relating to performance and asset condition assessments.

- Operation costs for regular maintenance, remedial works and irregular maintenance caused by less sustainable limited life assets or any other arrangements to secure the operation of the surface water drainage scheme throughout its lifetime.

c) Means of access for maintenance and easements where applicable.

The plan shall be implemented in accordance with the approved details prior to first occupation of any of the approved dwellings, or completion of the development, whichever is the sooner.

Thereafter the sustainable drainage system shall be managed and maintained in accordance with the approved details.

Reason: To ensure that appropriate and sufficient funding and maintenance mechanisms are put in place for the lifetime of the development, to reduce the flood risk to the development as a result of inadequate maintenance, and to identify the responsible organisation/body/company/undertaker for the sustainable drainage system.

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

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

22. The development shall not begin until a scheme for the provision of affordable housing as part of the development has been submitted to and approved in writing by the Local Planning Authority. The affordable housing shall be provided in accordance with the approved scheme and shall meet the definition of affordable housing in Annex 2 of the National Planning Policy Framework or any future policy that replaces it. The affordable housing shall remain as such in perpetuity.

The scheme shall include:

- i) the numbers, type, tenure and location on the site of the affordable housing provision to be made which shall consist of 30% of the dwellings in each phase;
- ii) the timing of the construction of the affordable housing and its phasing in relation to the occupancy of the market housing;
- iii) the arrangements for the transfer of the affordable housing to an affordable housing provider, or for the management of the affordable housing if no registered provider is involved;
- iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the affordable housing; and
- v) the occupancy criteria to be used for determining the identity of occupiers of the affordable housing and the means by which such occupancy criteria shall be enforced.

Reason: In order to secure the necessary provision of affordable housing on the site.

23. Development shall not begin until a phasing programme for the whole of the proposal site and for the highways works referred to, has been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved phasing programme.

Reason: To define the permission and in the interests of the proper development of the site."

Date: DRAFT ONLY

Signed: DRAFT ONLY

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

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

Schedule 2

Landowner's and Developer's Obligations

The Landowner and Developer hereby covenant with the Council and the County Council:

1 Commencement

To give notice in writing to the Council of their intention to commence the Development 14 calendar days prior to Commencement of the Development and shall give notice in writing of the date of Occupation of each of the 29th and 59th Dwelling on Site 14 calendar days prior to each date arising.

2 Financial Contributions

- 2.1 Not to Occupy or permit Occupation of more than 29 Dwellings unless and until 50% of the Open Space and Play Equipment Contribution has been paid to the Council.
- 2.2 To pay the Open Space and Play Equipment Contribution to the Council prior to the Occupation of more than 29 Dwellings.
- 2.3 Not to Occupy or permit Occupation of more than 59 Dwellings unless and until the remaining 50% of the Open Space and Play Equipment Contribution has been paid to the Council.
- 2.4 To pay the Open Space and Play Equipment Contribution to the Council prior to the Occupation of more than 59 Dwellings.
- 2.5 Within 20 working days following the grant of a Reserved Matters Consent to notify the County Council's School Planning Team that a Reserved Matters Consent has been granted and request that the County Council calculates the Primary Education Contribution and the Secondary Education Contribution relating to the said Reserved Matters Consent in accordance with this Deed.
- 2.6 Not to Occupy or permit Occupation of more than 29 Dwellings unless and until 50% of the Primary Education Contribution and Secondary Education Contribution has been paid to the County Council.
- 2.7 To pay the Primary Education Contribution and Secondary Education Contribution to the County Council prior to the Occupation of more than 29 Dwellings.
- 2.8 Not to Occupy or permit Occupation of more than 65 Dwellings unless and until the remaining 50% of the Primary Education Contribution and Secondary Education Contribution has been paid to the County Council.
- 2.9 To pay the Primary Education Contribution and Secondary Education Contribution to the County Council prior to the Occupation of more than 65 Dwellings.

Schedule 3

The Council's Obligations

- 1 The Council covenants with the Landowner and the Developer not to use the Open Space and Play Equipment Contribution otherwise than for the Open Space and Play Equipment Contribution Purposes and to maintain detailed records and accounts for all expenses paid from the Open Space and Play Equipment Contribution.
- 2 The Council covenants with the Landowner and the Developer that the Open Space and Play Equipment Contribution will be held in an interest bearing account and that if, at the date five years from the date of receiving the Open Space and Play Equipment Contribution, or if the Open Space and Play Equipment Contribution is paid in instalments on the date of the last respective instalment, any monies remaining (including any interest accrued) then the Council shall return such monies to the party that paid the Open Space and Play Equipment Contribution.
- 3 The Council covenants with the Landowner and the Developer that no more than four other planning applications under section 106 of the 1990 Act (including all those completed since 6 April 2010) provide for or fund, or will also provide or fund, the specific projects, infrastructure or purposes that the Landowner or the Developer covenant to provide for or fund under this Agreement.
- 4 The Council agrees with the Landowner and the Developer that it will issue the Planning Permission within two Working Days of the date of this Agreement.
- 5 When requested in writing the Council shall provide written confirmation of the discharge of obligations contained in this Agreement when reasonably satisfied that such obligations have been performed.
- 6 Following the performance and satisfaction of all the obligations contained 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.

Schedule 4

The County Council's Obligations

- 1 The County Council covenants with the Landowner and the Developer not to use the Primary Education Contribution and the Secondary Education for purposes other than described in this agreement and to maintain detailed records and accounts for all expenses paid from the Primary Education Contribution and the Secondary Education Contribution.
- 2 The County Council covenants with the Landowner and the Developer that the Primary Education Contribution and the Secondary Education Contribution will be held in an interest bearing account and that if, at the date five years from the date of receiving the final instalment of the Primary Education Contribution and Secondary Education Contribution, , any monies remaining then the County Council shall return such monies to the party that paid the Primary Education Contribution and Secondary Education Contribution including interest calculated at the Bank of England Base Lending Rate.
- 3 The County Council covenants with the Landowner and the Developer that infrastructure projects identified for the Primary Education Contribution and Secondary Education will be in line with the Community Infrastructure Levy pooling regulations.

Schedule 5

Calculation of the Education Contributions

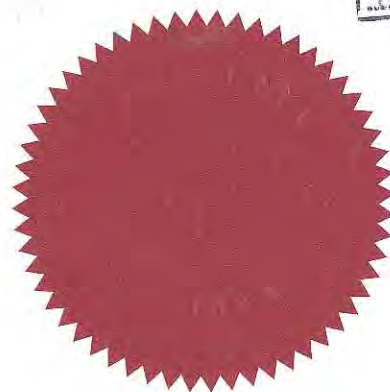
The calculation of the Primary Education Contribution and the Secondary Education Contribution generally and of Spare Places shall be undertaken in the same manner as demonstrated in the County Council's Education Contribution Methodology – May 2016 (April 2018 Revision).

The County Council's pupil projections that are current at the time of the calculation shall be used.

For the avoidance of doubt, if the County Council's re-calculations show that the number of Spare Places in primary or secondary schools has increased then there may be a reduction in the payment due in accordance with the re-calculated shortfall. If, however the re-calculated number of Spare Places is expected to exceed the calculated pupil yield from this development as per this Schedule, then no Primary Education Contribution or Secondary Education Contribution (as the case may be) shall be payable.

No. IN SEAL REGISTER
115437

The common seal of **ROSSENDALE**)
BOROUGH COUNCIL)
was affixed to this deed in the presence of)

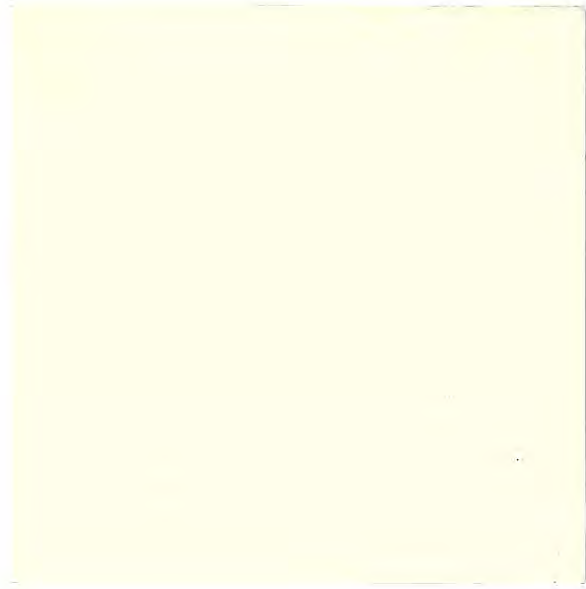
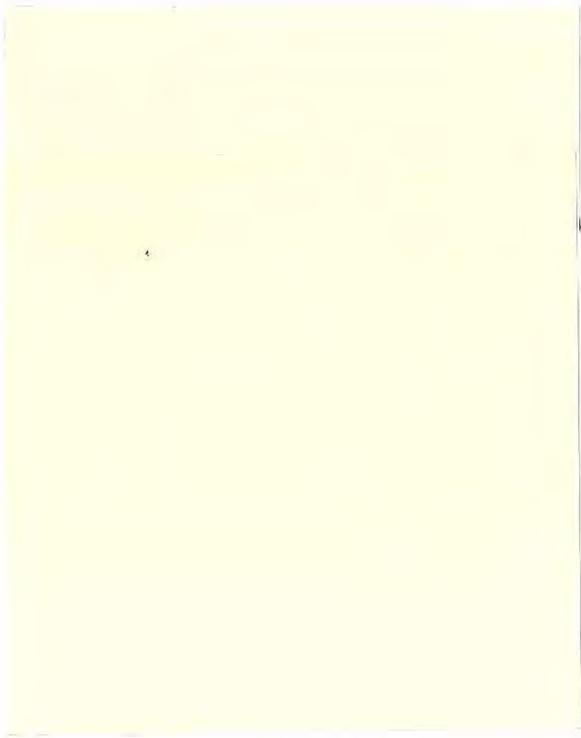


The common seal of **LANCASHIRE COUNTY**)
COUNCIL)
was affixed to this deed in the presence of)



27999

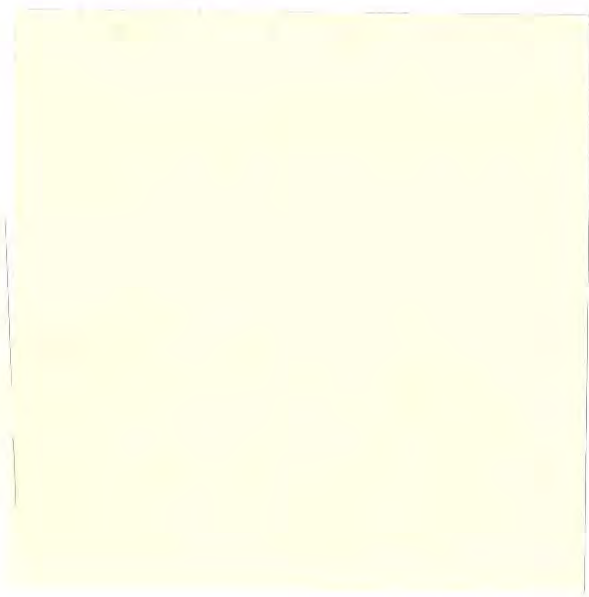
Signed as a deed by **GRANVILLE PICKUP**
In the presence of:-



Executed as a deed by **HOLLINS STRATEGIC
LAND LLP**

Acting by
Designat

in the pre



Appendix 1

The Plan

Burnley Road, Loveclough



0 10 20 30 40 50 60 70 80 100m

Ref: Location Plan 01

Map scale 1:2500



27999

Authorized Signatory