

Dated 29th June 2021

ROSSENDALE BOROUGH COUNCIL

And

TPF PROPERTY GROUP LTD



A PLANNING OBLIGATION BY AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

relating to land at Land to the rear of 85 Grane Road, Haslingden

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

THIS AGREEMENT is made the 29th day of June 2021

BETWEEN

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

(2) TPF PROPERTY GROUP LTD, [(Company Number 09596407 of 365 Tonge Moor Road, Bolton, Lancashire, United Kingdom, BL2 2JR ("the Owners")

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.
- 1.2 The Owner has applied to the Council pursuant to the Act for permission to develop the Site under the Application reference 2020/0436 and enters 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 LA863421 and LA790900 with title absolute.
- 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 Owners are the persons against whom such obligations are enforceable in respect of the Site.
- 1.5 The Owner has agreed to enter into this Agreement so as to create planning obligations 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.

2. Definitions and Interpretation

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| "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 full planning permission numbered 2020/0436 validated on 29 October 2020 for the demolition of existing garages and erection of 13 no. Townhouses, with associated car parking, highways / access improvements 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 |

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| “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 |
| “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 authorised by the Planning Permission. |
| “Contributions” | means the Public Open Space Contribution |
| “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 [or the County Council (as appropriate)] to which will be added interest equivalent to that which the Council [or the County Council] obtains on its interest |
| “Market Units” | means Dwellings (other than Affordable Housing Units) to be sold on the open market and the expression “Market Unit” shall be construed accordingly. |
| “NPPF” | means the National Planning Policy Framework issued by the Department for Communities and Local Government in February 2019 as may be updated or replaced from time to time |
| “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. |
| “Open Market Value” | has the meaning ascribed to it in the Appraisal and Valuation Manual published by the Royal Institution of Chartered Surveyors. |
| “Plan” | means the Plan annexed hereto in the First Schedule |

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| “Planning Permission” | means the 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 **] Schedule |
| “Public Open Space Contribution” | means the sum of £17,758 (seventeen thousand seven hundred and fifty eight pounds) towards improving the existing facilities at Victoria Park and Greenfield Gardens in Haslingden. |
| “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 18 of the Town and Country Planning (Development Management Procedure) (England) Order 2010 in respect of the Development |
| “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; |
| “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 the Plan 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 Owner" shall where the context admits includes 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 and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

- 2.4 Words importing the singular shall be construed as importing the plural and vice versa.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.6 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.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

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 enforceable by the Council 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 2 of the Local Government Act 2000 and 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 Owner
- 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 Date.
- 4.2 Save for the provisions of clause 6.8 and 6.10 (Land Charges registration) and 6.13 (third parties) and 7 (Disputes) and 8 (Legal Costs) 6.3 (Notices) 9 (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 Owners hereby covenant so as to bind their interest in the Site with the Council to perform the obligations on its part specified in the Fourth Schedule

6. Agreements and Declarations

It is hereby agreed and declared as follows:

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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. and any such certificate, consent, permission, nomination or other approval shall be given on behalf of the Council by the Head of Planning;
- 6.5 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.
- 6.6 This Agreement shall not be enforceable against:
- 6.6.1 owner-occupiers or tenants of any Dwelling constructed pursuant to the Planning Permission or against those deriving title there from;
 - 6.6.2 any mortgagee or chargee of a Dwelling or any receiver appointed by such a mortgagee;
 - 6.6.3 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;
 - 6.6.4 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.
- 6.7 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, rights, powers, duties or obligations in relation to any part of the Site or otherwise.
- 6.8 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 6.11 shall be cancelled as soon as reasonably practicable.

6.9 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.

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

6.11 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.

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

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

6.14 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 continuing 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.

6.15 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.

6.16 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.

7. Disputes

7.1 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.

- 7.2 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.
- 7.3 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.
- 7.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct.
- 7.5 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.
- 7.6 The Expert shall be entitled to obtain opinions from others if he so wishes.
- 7.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.
- 7.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.
- 7.9 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.
- 7.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.
- 7.11 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 7.1 to 7.1 inclusive who shall determine which type of professional should be appointed in relation to such matter.
- 7.12 The provisions of this clause shall not affect the ability of the Council [or County Council] to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

8. Legal Costs

- 8.1 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 .

9. Notice of Change in Ownership

- 9.1 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.

10. Indexation

10.1 Any sum referred to in the Fourth Schedule shall be increased by an amount equivalent to the increase in the RPIX from the date hereof until the date on which such sum is payable.

11. VAT

11.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

12. Delivery

12.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

THE FIRST SCHEDULE

THE SITE

The registered freehold land lying to the North West of Grane Road, Haslingden of the land registered at the Land Registry under Title Number LA863422 and land on the west side of Whittle Street, Haslingden of the land registered at the Land Registry under Title Number LA790900 for the purposes of identification only shown edged red on the attached Plan.

NOTES:
 Copyright in all documents prepared by the architect and any works executed from these documents and drawings, shall unless otherwise agreed, remain the property of the architect and must not be reproduced by, lent or disclosed to, a third party without the written consent of Good and Tillotson.

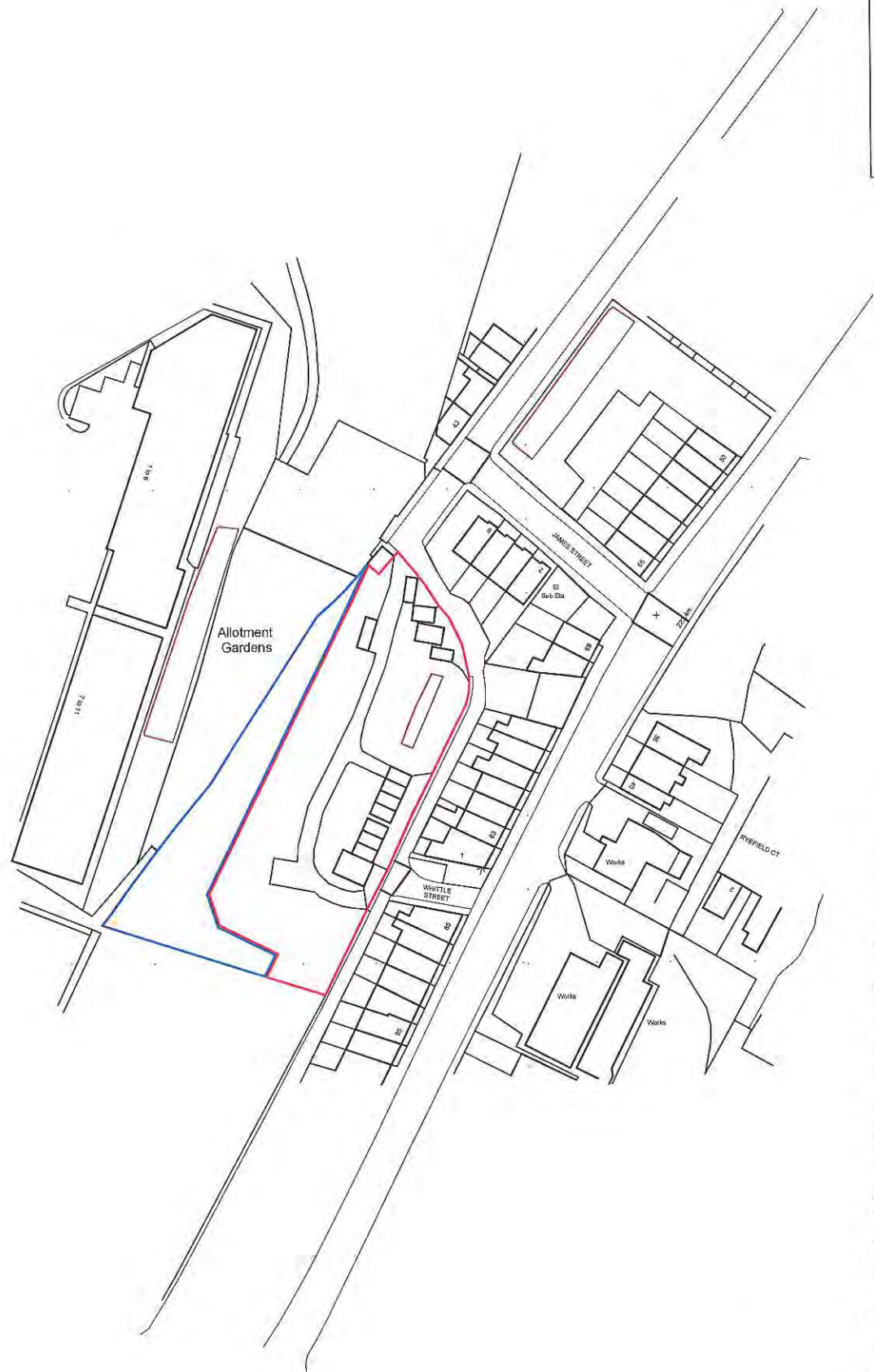
DO NOT SCALE OFF THIS DRAWING.
 All dimensions to be checked on site and any discrepancies to be referred to the architect before proceeding.

ALL LEVELS TO BE CHECKED ON SITE.
 All discrepancies between information shown on the drawings and the information in the specification to be referred to the architect before proceeding.

All component sizes and references to be checked prior to the ordering of materials.

Positions and designation (i.e. combined, surface water or foul) of existing drain runs on site are to be checked / confirmed by the building contractor prior to commencement of any drainage works. Any existing drains, to which additional connections are to be made, are also to be checked as necessary to ensure they are suitable to accommodate additional capacity and the type of effluent being connected.

All relevant boundary positions are to be checked prior to proceeding.



A Red line amended / blue line added JLC 18.10.20

| REV | Revision | Int. | Date |
|-----|----------|------|------|
| | | | |

Client:
 TPF Developments Limited

Project:
 Proposed Residential Development

Location:
 85 Grane Road,
 Haslingden,
 Rossendale,
 BB4 5BZ

Good & Tillotson Chartered Architects

2 The Studios,
 318 Chorley Old Road,
 Bolton,
 BL1 4JU

Tel: 01204 497700
 Email: info@goodandtilotson.co.uk
 Web: www.goodandtilotson.co.uk

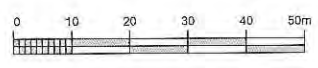


Drawing Title:
 Site Location Plan

| G&T Job No. | Scale | Drawn | Checked | Date |
|-------------|-----------|-------|---------|------------|
| 2041 | 1:1250@A4 | | | 27.07.2020 |

| Drawing Purpose | Status | Revision |
|------------------|--------|----------|
| Planning Drawing | S1 | A |

BTM Project: Origin: Zone: Level: Type: Role: Dwg No:
 2041-G&T-00-00-DR-A-0000



THE SECOND SCHEDULE
DESCRIPTION OF THE DEVELOPMENT

Demolition of existing garages and erection of 13 no. Townhouses, with associated car parking, highways / access improvements and landscaping Application No: 2020/0436

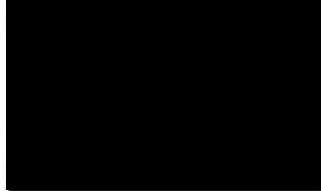
**THE THIRD SCHEDULE
DRAFT PLANNING PERMISSION**

Rossendale Borough Council

APPLICATION FOR PLANNING PERMISSION

Town and Country Planning Act 1990

Applicant Name: Mr J Crompton
Notice Recipient: Mrs J Cheetham



Part 1 – Particulars of Application:

Date Received: 29th October 2020

Application Number: 2020/0436

Proposed Works: Full: Demolition of existing garages and erection of 13 no. Townhouses, with associated car parking, highways / access improvements and landscaping.

Location: Land Rear Of 85 Grane Road Haslingden

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 of this site for residential purposes is considered acceptable in principle. Furthermore, it is considered that, subject to the imposition of appropriate conditions, the development would reasonably safeguard the visual amenity of the area, the amenities of surrounding properties, the ecological value of the site, and highway safety. Finally, subject to the imposition of suitable conditions it is considered that the site is capable of being satisfactorily drained and that future occupiers of the development would not be at undue risk from contaminants. The proposals are therefore considered to be in accordance with the requirements of Policies AVP6, 1, 2, 3, 4, 9, 16, 17, 18, 19, 22, 23 and 24 of the adopted Core Strategy DPD and Sections 2, 5, 8, 9, 11, 12, 14 and 15 of the National Planning Policy Framework.

CONDITIONS:

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

Reason: To accord with the requirements of Section 91 of the Town and Country Planning Act 1990.

2. The development hereby permitted shall be carried out in accordance with the following drawings, unless otherwise required by the conditions below:

| Drawing Title | Drwg No | Date Rec'd |
|------------------------------------------------------|--------------------------------|------------|
| Location Plan | 2041-G&T-00-00-DR-A-0000 Rev A | 29/10/20 |
| Topographical Survey | | 29/10/20 |
| Proposed Site Layout Plan | 2041-GTA-00-00-DR-A-1000 Rev E | 05/05/21 |
| Proposed Elevations and Floor Plans (Plots 1 to 4) | 2041-GTA-00-00-DR-A-1001 Rev B | 01/03/21 |
| Proposed Elevations and Floor Plans (Plots 5 to 9) | 2041-GTA-00-00-DR-A-1002 Rev B | 01/03/21 |
| Proposed Elevations and Floor Plans (Plots 10 to 13) | 2041-GTA-00-00-DR-A-1003 Rev B | 01/03/21 |
| Proposed Cross Sections of Site | 2041-GTA-00-00-DR-A-1004 | 02/02/21 |

Reason: For the avoidance of doubt and to ensure a satisfactory standard of development.

3. The front (south eastern) facing external walls of the approved dwellings, the gables of the dwellings to be erected on plots 1 and 13, and the retaining walls around the parking areas shall be constructed of regular coursed natural stone. The retaining walls shall also incorporate stone copings. These elevations and walls shall be constructed using these materials and shall thereafter be satisfactorily retained at all times.

Reason: In the interests of visual amenity.

4. All remaining external walls of the approved dwellings shall be finished using K-Rend 'Polar White Silicone Scraped Texture' render. These elevations shall be finished using this material before the dwellings are first occupied and shall thereafter be satisfactorily retained at all times.

Reason: In the interests of visual amenity.

5. All new heads, sills and quoins shall be constructed of natural ashlar stone.

Reason: In the interests of visual amenity.

6. The roofs of the approved dwellings shall be constructed using natural blue slate. The dwellings shall be constructed using these materials and shall thereafter be satisfactorily retained at all times.

Reason: In the interests of visual amenity, in accordance with the requirements of Policies 1, 23 and 24 of the Council's adopted Core Strategy DPD (2011) and Sections 12 and 15 of the National Planning Policy Framework.

7. The paved areas to be formed around the dwellings and for the storage of bins, as shown on approved drawing number 2041-GTA-00-00-DR-A-1000 Rev E, shall be constructed using Marshalls Firedstone paving in a Fired York colour. These areas shall be finished using this material before the dwellings are first occupied and shall thereafter be satisfactorily retained at all times.

Reason: In the interests of visual amenity.

8. The 1.8 metre high boundary wall, shown as being constructed to the rear of the dwelling to be erected on Plot 13, shall be constructed of matching natural stone and shall incorporate natural stone coping stones. This, and all other approved boundary treatment, shall be completed in full before the approved dwellings are first occupied and shall thereafter be satisfactorily retained at all times.

Reason: In the interests of visual amenity.

9. The bin stores shall be constructed of timber and in full accordance with the details shown on approved drawing number 2041-GTA-00-00-DR-A-1000 Rev E. They shall be located in the positions shown on that plan before the approved dwellings are first occupied and shall thereafter be satisfactorily retained at all times.

Reason: In the interests of visual amenity and to secure properly planned development

10. The measures set out in the Construction Management Plan by Tpf Property Group and dated 20th April 2021 shall be adhered to in full throughout the construction period.

Reason: In the interests of highway safety.

11. For the full period of construction, facilities shall be made 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, stones and debris being carried onto the highway. Provision to sweep the surrounding highway network by mechanical means shall be made available and the roads adjacent to the site shall be mechanically swept as required during the full construction period.

Reason: In the interests of highway safety.

12. All areas to be used by vehicles, and the new pavement, shall be constructed and laid out in accordance with the details shown on approved drawing number 2041-GTA-00-00-DR-A-1000 Rev E before any of the approved dwellings are first occupied. These areas shall thereafter be retained at all times for their approved purpose namely for the parking of vehicles in conjunction with those dwellings, to allow vehicular access to and from them, and for pedestrian use.

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

13. No development shall take place within the site until the new estate road/access, to be constructed between the site and Prospect Hill, has been constructed to at least base course level. This shall be constructed in accordance with Lancashire County Council's Specification for Construction of Estate Roads.

Reason: In the interests of highway safety.

14. Development shall not commence until 1) constructional details of the access road and 2) details of the proposed arrangements for the future management and maintenance of the roads forming part of the development have been submitted to, and approved in writing by, the Local Planning Authority. The development shall, thereafter, be constructed in accordance with the approved details. The roads shall thereafter be maintained in accordance with the approved management and maintenance details.

Reason: In order to ensure proper management and maintenance of the roads within the development in the interests of highway safety, to ensure a satisfactory appearance to the highways infrastructure serving the approved development; and to safeguard the visual amenities of the locality and users of the highway in accordance with the requirements of Policy 24 of the Council's adopted Core Strategy DPD (2011).

15. The dedicated bin storage area, shown on approved drawing number 2041-GTA-00-00-DR-A-1000 Rev E, shall be laid out as shown on that plan before the approved dwellings are first occupied. This shall thereafter be satisfactorily retained at all times solely for bin storage purposes in conjunction with the approved development.

Reason:- In the interests of visual amenity and to secure properly planned development.

16. The landscaping details, shown on approved drawing number 2041-GTA-00-00-DR-A-1000 Rev E, shall be implemented in full within the first planting season following the substantial completion of the development. Any planting forming part of that scheme which, within a period of 5 years from the completion of those works, dies, is removed or become seriously damaged or diseased shall be replaced in the next planting season with replacement planting of similar size and species.

Reason:- In the interests of visual amenity.

17. The proposed measures for protecting trees during the construction period, as shown on drawing number 2332_02 entitled Tree Protection Plan, shall be implemented in full before any development commences on site and shall be retained throughout the construction period. During the construction period nothing shall, at any time, be stored or located within the root protection zone of any tree to be retained.

Reason:- To safeguard trees to be retained in the interests of the appearance of the locality.

18. Details of the depths and widths of the proposed drainage trenches shall be submitted to, and approved in writing by, the Local Planning Authority, before they are first excavated. The trenches shall thereafter be constructed in accordance with the approved details.

Reason:- To safeguard trees to be retained in the interests of the appearance of the locality.

19. Development shall not commence until a Construction Environmental Management Plan has been submitted to, and approved in writing by, the Local Planning Authority. This shall include measures to protect the adjoining woodland, to prevent disturbance to nesting birds, mammals and amphibians, to control/eradicate invasive species found on the site, and to enhance the biodiversity of the land. It shall also include timescales for the implementation of these measures. The approved measures shall be implemented in accordance with the approved timescales, and shall thereafter be satisfactorily retained at all times.

Reason:- To safeguard and enhance the ecological value of the site.

20. Notwithstanding any information submitted with the application, a Remediation Method Statement, outlining the measures for remediating the land, shall be submitted to, and approved in writing by, the Local Planning Authority before the foundations/floors of the approved dwellings are first constructed/laid. 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 to prevent pollution.

21. Pursuant to condition 20 and prior to first occupation of any of the dwellings hereby approved, 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 mitigating hazards associated with land contamination and to prevent pollution.

22. Foul and surface water shall be drained on separate systems. No surface water shall discharge to the public sewerage system either directly or indirectly.

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

23. The site shall be drained, and subsequently managed and maintained, in accordance with the details set out in the Detailed Drainage Design Statement Revision A (Reference no. BEK/20754/210222/1/TPF-REVA). The approved drainage works shall be completed in accordance with the approved details before the dwellings hereby approved are first occupied and shall thereafter be satisfactorily retained at all times.

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

24. The finished ground floor levels of the approved dwellings shall be set at the levels shown on approved drawing number 2041-GTA-00-00-DR-A-1000 Rev E.

Reason:- In the interests of visual amenity.

25. No construction works shall take place outside of the hours of Monday to Friday 08:00 to 18:00 and Saturday 08:00 to 13:00. There shall be no working on Sundays or Bank or Public Holidays.

Reason: To protect neighbouring residents from loss of amenity.

. 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. If, during any works on site, contamination is suspected or found, or contamination is caused, the Local Planning Authority shall be notified immediately. Where required, a suitable risk assessment shall be carried out and/or any remedial action shall be carried out in accordance with an agreed process and within agreed timescales in agreement with the Local Planning Authority.

The applicant is advised that they have a duty to adhere to Part 2A of the Environmental Protection Act 1990, the National Planning Policy Framework 2018 and the current Building Control Regulations with regards to contaminated land. The responsibility to ensure the safe development of land affected by contamination rests primarily with the developer.

3. Your attention is drawn to the attached comments from the Lancashire Fire and Rescue Service and United Utilities.

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

DRAFT

THE FOURTH SCHEDULE

Owners' Covenants

1. The Owner covenants with the Council as follows:

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

2. Payment of the contributions

The Owner will pay the Public Open Space Contribution to the Council prior to occupation of the first Dwelling on Site. The Owner shall not occupy or cause or permit to be occupied the first Dwelling constructed on the Site until such payment has been made.

The Contributions shall be subject to indexation in accordance with clause 10.

THE FIFTH SCHEDULE

The Council's Covenants

Contributions

1. To use all Contributions received from the Owner under the terms of this Agreement for the purposes referred to in the relevant definition and for no other purpose.
2. The Council covenants with the Owner that it will refund any Contributions to the person who paid the relevant Contribution to the extent that such Contribution has not been expended in accordance with the provisions in this Agreement (and money shall be deemed to have been expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within five years of the date of receipt by the Council of such sum together with Interest for the period from the date of payment to the date of actual refund.
3. When requested in writing the Council shall provide written confirmation of the discharge of obligations to the Council contained in this Agreement once the Council is satisfied (acting reasonably) that such obligations have been performed.
4. 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.

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

EXECUTED AS A DEED by the

ROSSENDALE BOROUGH COUNCIL

By affixing its common seal in the

Presence of:



No. IN SEAL
REGISTER
115565

EXECUTED AS A DEED by
TPF Property Group Ltd
acting by a Director

Signature of Director

in the presence of:

Witness' Signature:

Witness' Name:

Witness' Address:

