

Dated

8th April

2022

ROSSENDALE BOROUGH COUNCIL

And

BROTHER DEVELOPMENTS LIMITED

.....
A PLANNING OBLIGATION BY AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

relating to Land at Curtis Street, Rawtenstall

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

THIS DEED is made the 8th day of April 2022

BETWEEN

- (1) ROSSENDALE BOROUGH COUNCIL of Futures Park, Bacup, OL13 0BB ("the Council")
- (2) BROTHER DEVELOPMENTS LIMITED of 1 Todd Carr Road, Waterfoot, Rossendale BB4 9SJ ("the Developer")

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 Developer has applied to the Council pursuant to the Act for permission to develop the Site under the Application reference 2021/0214 and enters this Agreement with the intention that it is bound by the obligations contained herein.
- 1.3 The Developer is the leasehold owner of the Site which is registered at the Land Registry under title number LA892920 with title good leasehold.
- 1.4 The freehold reversion to the Site is registered at the Land Registry under title number LA445749. The registered proprietor is Ashworth & Hoyle Limited. Ashworth & Hoyle Limited had a company number 00190719. That company changed its name on 25 January 1990 to Jury Limited which was then dissolved on 19th April 1994. The freehold reversion is now vested in the Duchy of Lancaster.
- 1.5 The covenants, restrictions and requirements imposed upon the Developer under this Agreement create planning obligations pursuant to Section 106 of the Act and the Developer are the persons against whom such obligations are enforceable in respect of the Site.
- 1.6 The Developer 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

2.1

"the Act"	means the Town & Country Planning Act 1990 (as amended) or any statute amending or modifying repealing or re-enacting the same for the time being in force.
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“the Application”	means the application for outline planning permission numbered 2021/0214 dated 9 th April 2021 for the development of the Site for the construction of 4 no. dwellings, with associated works.
“BCIS All-in Tender Price Index”	means the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same) for the quarter in which the contribution (or any part of it) is paid;
“the Borough”	means the Borough of Rossendale
“Chargee”	means any mortgagee or chargee of the Developer 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.
“Communal Area”	Means the area to be maintained by the Developer, as shown on the plan labelled Communal Area Plan at Schedule five.
“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.
“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.
“Management Company”	means a management company incorporated by the Developer who shall be responsible for the management of the Communal Area and of whom each owner of a Dwelling shall become a director and shareholder.

"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.
"Plan"	means the Plan annexed hereto in the First Schedule
"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 third Schedule or any reserved matters approval granted pursuant to any Qualifying Application.
"Preparatory Operation"	means a material operation as specified in Section 56(4) of the Act provided that the term "material operation" in Section 56(4) shall not for the purposes of this Agreement include operations in connection with site clearance, demolition, ground stabilisation, archaeological investigation, investigation for the purpose of assessing contamination, removal of contamination, diversion and laying of Services, earthworks and the erection of means of enclosure for the purposes of site security and/or display of notices or advertisements, exploratory boreholes and any dug works, matters and operations to enable any of the foregoing to take place.
"Qualifying Application"	means any application for reserved matters approval in relation to the Planning Permission and/or any subsequent applications for planning permission made under section 73 of the Act and/or in accordance with article 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 Developer 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 Developer" 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.

2.7 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.

2.8 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.

2.9 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 the successors to their 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 Developer.

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 Developer

5.1 The Developer hereby covenants so as to bind their interest in the Site with the Council to perform the obligations on its part specified in the Schedules.

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.

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 by the Council.

6.4 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.

6.5 This Agreement shall not be enforceable against:

6.5.1 owner-occupiers or tenants of any Dwelling constructed pursuant to the Planning Permission or against those deriving title there from;

6.5.2 any mortgagee or chargee of a Dwelling or any receiver appointed by such a mortgagee;

6.6 This Agreement shall not be enforceable against:

6.6.1 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;

6.6.2 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 PROVIDED ALWAYS THAT nothing in this Agreement restricts or is intended to restrict the exercise at any time by the Council of any of their statutory functions or discretions, 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 Developer, 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 Subject to clause 6.5, 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 8.1 to 8.1 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 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 Developer agrees 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 Developer agrees 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. VAT

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






11. Delivery

11.1 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 SITE

KEY

-  Area of Hard Surface Highway Turning Space within ownership of applicant to be maintained as part of Management Company Duties
-  Areas of 'Incidental' Soft Landscaping Space within ownership of applicant to be maintained as part of Management Company Duties
-  Visitor Parking Spaces to be maintained as part of Management Company Duties
-  Private Plot Curtilages to be 'Conveyed' and management of these areas to fall into private ownership
-  Area of Hard Surface Highway outside of ownership of applicant to be maintained as part of Management Company Duties so far as is reasonably possible



Barn Meadow House
 Barn Meadow Farm
 Southfield
 Levenshulme
 M11 2 3PH
 Tel: 01274 201127
 Fax: 01274 201128

Drawn	Checked	Approved
E		
Project	Client	Date
DATE: 09/01/2021	BAE BOYS LTD	09/01/2021
Project	Client	Date
DATE: 09/01/2021	BAE BOYS LTD	09/01/2021
Project	Client	Date
DATE: 09/01/2021	BAE BOYS LTD	09/01/2021

Signature

Client: **BAE BOYS LTD**
 Project: **CURTIS STREET IMPROVEMENTS**
 Drawing No: **SECTION 106 - MANCO PLAN**
 Drawing No: **DGL2918BEOYS/SM/101**

PLANNING SUBMISSION

NO	DATE	REVISION
1		Issue for comment
2		Issue for comment
3		Issue for comment
4		Issue for comment
5		Issue for comment
6		Issue for comment
7		Issue for comment
8		Issue for comment
9		Issue for comment
10		Issue for comment
11		Issue for comment
12		Issue for comment
13		Issue for comment
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20		Issue for comment
21		Issue for comment
22		Issue for comment
23		Issue for comment
24		Issue for comment
25		Issue for comment

SECTION 106 - MANCO PLAN

THE FIRST SCHEDULE

THE SITE

Part of the registered leasehold land at the south west of Burnley Road, Rawtenstall registered at the Land Registry under Title Number LA892920 and for the purposes of identification only shown edged red on the attached Plan.

**THE SECOND SCHEDULE
DESCRIPTION OF THE DEVELOPMENT**

The residential development for the construction of four dwellings with associated access and works.

Application No: 2021/0214

**THE THIRD SCHEDULE
DRAFT PLANNING PERMISSION**

Rossendale Borough Council

APPLICATION FOR PLANNING PERMISSION

Town and Country Planning Act 1990

Applicant Name: Oakden
Notice Recipient: Mrs Amanda Oakden
39 Green Croft
Romiley
Stockport
SK6 4LW

Part 1 – Particulars of Application:

Date Received: 9th April 2021

Application Number: 2021/0214

Proposed Works: Full: construction of 4 no. dwellings, with associated works.

Location: Land At Curtis Street, Rawtenstall

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 development is appropriate in principle within the urban boundary, and subject to conditions will not unacceptably detract from visual amenity, heritage interest, neighbour amenity or highway safety. As such, the development is considered to accord with the National Planning Policy Framework and the Council's adopted Local Plan.

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:

- Submitted application form
- Location Plan (DGL/2916BEBOYS/LP01)
- Planning Layout (DGL/2916BEBOYS/PL01 Rev. A)
- Boundary Treatment Details (DGL/2916BEBOYS/BTD01)
- Site Sections (DGL/2916BEBOYS/SS01 Rev. A)
- Indicative 3D Visuals (DGL/2916BEBOYS/3D01)
- House Type AX Planning Drawing (2916BEBOYS/Ax'/PD01 Rev. B)
- Swept Path Assessment (2969-01-SK01)
- Drainage Design Statement (30487/SRG)
- Landscape Proposals (6506.03 Rev. A)
- Tree Protection Plan (6506.02)
- Sketch Proposals for Retaining Structure (B6497 - SK2)
- Letter from Trevena Blake & Associates Ltd in relation to land stability and existing retaining structures (Ref: JHB/JTB/B6497 17 August 2021)

- Email from Amanda Oakden (Thu 19/08/2021 13:38) to case officer in relation to land stability and existing retaining structures
- Section 106 Manco Plan (DGL/2916BEBOYS/MP01 Rev. A)

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

3. No development shall take place until full details (including physical samples) of the proposed materials for use on the elevations and roofs of the dwellings hereby approved have been submitted to and approved in writing by the Local Planning Authority.

For the avoidance of doubt, the development shall use:

- Natural coursed stone on the front elevations
- High quality red brick on the side and rear elevations
- Natural blue slate roofs
- Artificial stone quoins

The development shall thereafter be implemented in accordance with the approved details.

Reason: To ensure the satisfactory appearance of the development.

4. No development shall take place until a construction method statement has been submitted to and approved in writing by the Local Planning Authority. The approved method statement shall be adhered to throughout the construction period.

The method statement shall provide for:

- 24 Hour emergency contact number.
- Details of the parking of vehicles of site operatives and visitors.
- Details of loading and unloading of plant and materials.
- Arrangements for turning of vehicles within the site.
- Swept path analysis showing access for the largest vehicles regularly accessing the site and measures to ensure adequate space is available and maintained, including any necessary temporary traffic management measures.
- Measures to protect vulnerable road users (pedestrians and cyclists).
- The erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate.
- Wheel washing facilities.
- Measures to deal with dirt, debris, mud or loose material deposited on the highway as a result of construction.
- Measures to control the emission of dust and dirt during construction.
- Details of a scheme for recycling/disposing of waste resulting from demolition and construction works.
- Construction vehicle routing.
- Delivery, demolition and construction working hours.

The approved method statement shall be adhered to for the duration of works on site.

Reason: In the interests of highway safety.

5. Notwithstanding any information submitted with the application, no development shall take place until all of the following have been submitted to and approved in writing by the Local Planning Authority:

i) A further Phase 2 Site Investigation report which addresses 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; and

ii) Should unacceptable risks be identified by the above, the applicant shall also submit a detailed contaminated land remediation strategy.

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.

6. Pursuant to condition 5 and prior to first use or occupation 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 preventing pollution.

7. No development shall take place until a land stability report (by a suitably qualified engineer), informed by a scheme of intrusive site investigation, has been submitted to and approved in writing by the Local Planning Authority.

The submitted report shall demonstrate that the site and development are not at risk of land instability, and that any existing retaining structures associated with the site will not be compromised by the development. If the report is unable to demonstrate the above, it shall include a scheme of measures to be taken to ensure that the site can safely accommodate the development without causing risk of land instability, and shall include full details of any necessary improvements to existing retaining structures necessary to achieve the above.

The development shall thereafter be carried out in accordance with the approved details.

Reason: In the interests of ensuring that the development does not cause land instability and to ensure that existing retaining structures associated with the site are not compromised.

8. Construction works shall not take place outside the following hours:

Monday to Friday - 08:00 to 18:00
Saturday - 08:00 to 13:00

Construction works shall not take place on Sundays or Bank or Public Holidays.

Access and egress for construction-related delivery vehicles shall be restricted to the working hours indicated above.

Reason: To ensure that site working only takes place during normal working hours in order to restrict the times during which any disturbance and nuisance may arise.

9. Works to the stone retaining wall identified as TN6 has the potential to cause harm to bats as identified in section 6.5.7 of the Preliminary Ecological Appraisal (Envirotech ref. 6892), and shall not in any circumstances occur unless a bat emergence survey has first been provided to and agreed in writing by the Local Planning Authority.

Reason: In the interests of protecting bats.

10. No works to trees or shrubs shall occur between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out

immediately prior to clearance and written confirmation provided that no active bird nests are present which has been agreed in writing by the Local Planning Authority.

Reason: In the interests of protecting nesting birds.

11. Prior to any earthworks taking place, a method statement detailing eradication and/or control and/or avoidance measures for Japanese Knotweed and Cotoneaster shall be supplied to and agreed in writing by the Local Planning Authority. The agreed method statement shall be adhered to and implemented in full.

Reason: To prevent the spread of invasive species.

12. The approved details of landscaping and planting shall be carried out in the first available planting season following substantial completion of the development.

If any plants, trees, hedges or shrubs die, become diseased, are damaged or are removed within the first five years of being planted, then they shall be replaced in the next available planting season with like-for-like replacements. The above shall also apply to any replacement plants / trees.

The recommendations in the submitted Arboricultural Impact Assessment and Arboricultural Method Statement and the associated drawing 6506.02 shall be implemented in full.

Reason: In the interests of visual amenity and biodiversity.

13. The drainage for the development hereby approved shall be carried out in accordance with the principles set out in the submitted Drainage Design Statement (ref 30487/SRG, dated March 2021)).

For the avoidance of doubt and unless otherwise agreed in writing by the Local Planning Authority, no surface water will be permitted to drain directly or indirectly into the public sewer. The development shall be completed in accordance with the approved details.

Reason: To ensure a satisfactory form of development and to prevent an undue increase in surface water run-off and to reduce the risk of flooding.

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

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

15. No part of the development hereby approved shall be occupied until all highway works have been constructed and completed in accordance with a scheme that has first been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority.

Reason: In order that the traffic generated by the development does not exacerbate unsatisfactory highway conditions in advance of the completion of the highway scheme/works.

INFORMATIVES

The grant of planning permission will require the applicant to enter into an appropriate legal agreement (Section 278), with Lancashire County Council as Highway Authority prior to the start of any development. The applicant should be advised to contact the county council for further information by telephoning the Development Support Section on 0300 123 6780 or email developeras@lancashire.gov.uk, in the first instance to ascertain the details of such an agreement and the information to be provided, quoting the location, district and relevant planning application reference number.

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

Signed:

DRAFT

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

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

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

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

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

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

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

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

Compensation is payable in the circumstances set out in:

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

2. ADDITIONAL NOTES ON LISTED BUILDING CONSENT

1 If you wish to modify the development referred to in your application or to vary it in any way, you must make another application.

2 This notice refers only to the grant of listed building consent and does not entitle you to assume that the City Council has granted its consent for all purposes:

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

3. APPLICATION FOR CONSENT TO DISPLAY ADVERTISEMENTS

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

IMPORTANT

Compliance with Planning Conditions

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

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

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

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

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

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

Mike Atherton
Planning Manager

THE FOURTH SCHEDULE

Developer's Covenants

1. The Developer covenants with the Council as follows:

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

2. Transfer of the Communal Area to the Developer


- 1 The Developer shall ensure that each transfer, lease or other assurance of a Dwelling includes the Management Company as a party, responsible for the management and maintenance of the Communal Area within their title, using their reasonable endeavours to also maintain the unadopted land north of Curtis Street as marked on the Communal Area Plan, and the collection of any service charges due in respect of the same.
- 2 The Developer will transfer the leasehold title of the Communal Area to the Management Company within 28 days of the sale of the final Dwelling.
- 3 The Developer shall prior to first Occupation submit to the Council a plan for the management and maintenance of the Communal Area and unadopted land north of Curtis Street and shall liaise with the Council (both parties acting reasonably) to allow the Council to approve such plan.
- 4 Until such time as the transfer contemplated by paragraph 2 of this Schedule takes place, the Developer will remain responsible for the maintenance of the Communal Area and will use reasonable endeavours to maintain the unadopted land north of Curtis Street in accordance with the plan referred to in paragraph 3 above.
- 5 In the event the Developer fails to comply with the obligations on its part contained in paragraph 4 above, the Council may serve notice on the Developer detailing any works which it considers to be reasonably required to manage and maintain the Communal Area and unadopted land north of Curtis Street (the Default Notice) and giving to the Developer at least four (4) weeks' notice. If the Developer fails to comply with the requirements of the Default Notice by the expiry of the Default Notice then the Council may access the Communal Area and unadopted land north of Curtis Street with workmen, plant and machinery to carry out the works required to remedy the default and to recover its reasonable costs of carrying out such works from the Developer or Management Company.


**THE FIFTH SCHEDULE
THE COMMUNAL AREA PLAN**


THE COMMUNAL AREA PLAN

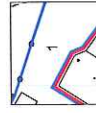



KEY

- 

Area of Hard Surface Highway Turning Space within ownership of applicant to be maintained as part of Management Company Duties
- 

Areas of 'Incidental' Soft Landscaping Space within ownership of applicant to be maintained as part of Management Company Duties
- 

Visitor Parking Spaces to be maintained as part of Management Company Duties
- 

Private Plot Curtilages to be 'Conveyed' and management of these areas to fall into private ownership
- 

Area of Hard Surface Highway outside of ownership of applicant to be maintained as part of Management Company Duties so far as is reasonably possible



Barn Meadow House
 Registered Office:
 Barn Meadow House
 1000 Lakeside
 Lakeside
 Salford
 Greater Manchester
 M6 7YU
 Tel: 0161 275 1101
 Fax: 0161 275 1102
 Email: info@dgl.co.uk

B&E BOYS LTD
 Project: CURTIS STREET (REDEVELOPMENT)
 Drawing No: SECTION 106 - MANCO PLAN
 Drawing Date: 08/07/2021
 Drawing Scale: 1:500
 Drawing Status: APPROVED
 Drawing Author: DGL/DGL/08/07/2021
 Drawing Checker: DGL/DGL/08/07/2021
 Drawing Approver: DGL/DGL/08/07/2021

Amurto

SECTION 106 - MANCO PLAN

PLANNING SUBMISSION

NO.	DATE	REVISION
1	08/07/2021	Initial Submission
2	08/07/2021	Revised Submission
3	08/07/2021	Final Submission

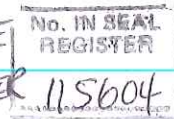
IN WITNESS whereof the Council and the Developer have executed this Agreement as a Deed the date and year first before written.

EXECUTED AS A DEED by the
ROSSENDALE BOROUGH COUNCIL

By affixing its common seal in the

Presence of:

Clare Birtwistle
CLARE BIRTWISTLE
MONITORING OFFICER



EXECUTED as a DEED by

BROTHER DEVELOPMENTS LIMITED

Acting by *[Signature]*, a director

in the presence of:-

A. Standen

Name: HOWARD STANDEN.

Address: 2 LOUECLOUGH PLACE
ROSSENDALE-
BB4 8QU.

