

Dated 5 April 2022

ROSSENDALE BOROUGH COUNCIL

And

LANCASHIRE COUNTY COUNCIL

And

AJ BELL TRUSTEES LIMITED, NICHOLAS CHRISTOPHER DYKINS and MATTHEW STEPHEN DYKINS as
trustees of the Slingco Limited Executive Pension Scheme

And

WESTCHURCH HOMES LIMITED

A PLANNING OBLIGATION BY AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

relating to land at Station Road, Whitworth, Rochdale

Rossendale Borough Council
The Business Centre
Futures Park
Bacup
OL13 9BB

THIS AGREEMENT is made the 6 day of April 2022

BETWEEN

(1)ROSSENDALE BOROUGH COUNCIL of Futures Park, Bacup. OL13 0BB ("the Council")

(2) LANCASHIRE COUNTY COUNCIL of PO Box 78, County Hall, Fishergate, Preston, Lancashire. PR1 8XJ ("the County Council")

(3) AJ BELL TRUSTEES LIMITED, NICHOLAS CHRISTOPHER DYKINS and MATTHEW STEPHEN DYKINS as trustees of the Slingco Limited Executive Pension Scheme of [REDACTED] ("the Owner")

(4) WESTCHURCH HOMES LIMITED, (Company Number 09084926) whose registered office is at Kennedy House, 31 Stamford Street, Altrincham, Cheshire, England, WA14 1ES ("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 County Council is the education authority for the area in which the Site is located.

1.3 The Developer has applied to the Council pursuant to the Act for permission to develop the Site under Application reference 2021/0271 and enters into this Agreement with the intention that it is bound by the obligations contained herein.

1.4 The Owner is the freehold owner of the Site which is registered at the Land Registry under title number LA692841 with title absolute.

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

1.6 The Owner has agreed to enter into this Agreement so as to create planning obligations in favour of the Council and the County Council (as applicable) 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.
"Affordable Housing"	affordable housing meeting the definition in Annex 2 of the National Planning Policy Framework (or any successor policy or legislation in respect of affordable housing) for Occupation by households in Housing Need and who meet the Approved Person criteria as per the Sixth Schedule

“the Affordable Housing Mix”	means the following mix of Affordable Housing Units: 8no x 1 bedroom 2 person apartments as Affordable Rented Units 7no x 2 bedroom 3 person houses as Affordable Rented Units 4no x 3 bedroom 4 person houses as Affordable Rented Units 18no x 3 bedroom 5 person houses as Affordable Rented Units
“Affordable Housing Provider (AHP)”	means a Registered Provider, registered social landlord or a housing association or similar organisation registered in accordance with section 80 of the Housing and Regeneration Act 2008 or if such bodies cease to exist or are superseded the equivalent body whose main objectives included the provision of Affordable Housing and to whom the Affordable Housing Units may be transferred as approved by the Council in writing (such approval not to be unreasonably withheld or delayed.)
“Affordable Housing Units”	means all of the 37 Dwellings to be constructed on the Site and which are all to be used for Affordable Housing in accordance with the Affordable Housing Mix and the Fifth and Sixth Schedules and pursuant to the Planning Permission or as may otherwise be agreed in writing with the Council and the term “Affordable Housing Unit” shall be construed accordingly.
“Affordable Housing Scheme”	The scheme for the provision of Affordable Housing referred to at paragraph 2 of Part 1 of the Fifth Schedule.
“Affordable Rented Housing”	Affordable Housing let to eligible households by an Affordable Housing Provider at a rent equal to or less than 80% of the market value for rent in the area inclusive of any service charge or equivalent (being the rent which that Dwelling would secure in the open market as between a willing lessor and a willing lessee acting at arm’s length)
“Affordable Rented Units”	the Affordable Housing Units to be provided as Affordable Rented Housing
“the Application”	means the application for full planning permission numbered 2021/0271 for the development of the Site for 37 Dwellings and all associated works
“Approved Person”	means a person who meets the criteria set out in the Sixth Schedule
“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”	shall mean any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator or any persons or

	bodies deriving title through such mortgagee of part or all of the Affordable Housing Units;
"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"	The on site landscaping, open space, private roads and car parking areas shown hatched red on the plan attached to this Deed at Annexure 1;
"Contributions"	means the Public Open Space Contribution (but not the Secondary Education 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 as authorised in accordance with the Planning Permission and "Dwellings" shall be construed accordingly.
Education Indexation	<p>Indexation will be applied to Section 106 agreements using the formula below</p> $\frac{\text{Secondary Education Contribution} \times \text{BCIS All in Tender Price Index for the period immediately prior to the date of payment under the S106 agreement}}{\text{BCIS All in Tender Price Index for the period last published before the date of agreement}}$
"Homes England"	means Homes England or any body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating provision of Affordable Housing or if such body ceases to exist or is superseded the equivalent or successor body.
"Housing Authority"	means Rossendale Borough Council
"Housing Need"	means living in unsuitable housing conditions and/or being unable to afford suitable housing within the Borough at open market prices.

“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.
“Market Value Notice”	means the notice to the Council giving the Open Market Value of the proposed Affordable Units
“Net Sales Proceeds”	means the amount received by the Owner in respect of the sale of the relevant Affordable Housing Unit on the open market (or, if higher, the Market Value of such Dwelling on the assumption that the requirement to use the Dwelling as an Affordable Housing Unit does not apply) less the reasonable cost of construction of such Dwelling
“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
“Planning Permission”	means the full 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.
“Public Open Space Contribution”	means the sum of £20,000 (twenty thousand pounds) for the funding of Knowsley Play Area
“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.
“Protected Tenant”	Any tenant or owner (or its successors) who either: a) has exercised the right to acquire the dwelling of which he is a tenant pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or any successor in title thereto and their respective mortgagees and chargees; or b) has exercised any statutory right to buy the dwelling of which he is a tenant pursuant to Part V of the Housing Act 1985 or any statutory provision for the time being in force (or any equivalent contractual right) in

	respect of a particular rented Affordable Housing Unit or any successor in title thereto and their respective mortgagees and chargees;
"Recycling"	means recycling by the Affordable Housing Provider by procuring further Affordable Housing within the Borough of a type and in a location and tenure to be agreed between the Housing Authority and the Affordable Housing Provider (both to act reasonably)
"Recycling Percentage"	Means 100% of the Rented Net Sale Proceeds
"Registered Provider"	means any registered provider of social housing as defined under the Housing and Regeneration Act 2008 with the Regulator of Social Housing and has not been removed from the Register
"Rented Housing"	Affordable Rented Housing
"Rented Net Sale Proceeds"	means the net consideration received by an Affordable Housing Provider on the sale of an Affordable Rented Unit (as referred to in paragraph 11 of Part 2B of the Fifth Schedule) based on the value of the relevant Dwelling after the deduction of all reasonable costs and expenses of an Affordable Housing Provider for such sale being its administrative costs, valuation costs, loan costs and legal costs and fees and any taxation liability arising.
"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 Owner In writing.
"Secondary Education Contribution"	means the sum of £ 46123.50 adjusted by BCIS Indexation be paid to the County Council in accordance with the terms of this Deed for the provision of additional secondary school places at Whitworth Community High School and/or Bacup and Rawtenstall Grammar School or any subsequent name or designation by which they are known;
"Services"	means all the media and apparatus for the supply and removal of water, sewerage, gas and electricity.
"Site"	means all of the land in title number LA692841 (as at 18 January 2022 at 10:47:39) and against which this Agreement may be enforced which is shown for illustrative purposes only edged red on the Plan and as more particularly described in the First Schedule.
"Tenancy"	is an assured or assured shorthold tenancy where the Affordable Housing Unit is occupied by the individual household as their only or principle home by way of a tenancy agreement.
"Vacant"	means a building that is vacant and that is not abandoned.
"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.
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- 2.2 The expressions "the Council", "the County Council", "the Owner" and "the Developer" shall where the context admits include their successors in title and assigns (and in the case of the Council the successor to its statutory functions) and those deriving title under each of them.
- 2.3 Words importing one gender shall be construed as including any gender 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.

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 and the County Council in the case of covenants made with them 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 or the County 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

Save for the provisions of clause 7.5 (No liability) and clause 7.10 (no fetter) and 7.13 (Land Charges registration) and 7.1 (third parties) and 8 (Disputes) and 9 (Legal Costs) and 7.3 (Notices) and 10 (Notices of Change in Ownership) and Paragraph 1 of the Fourth Schedule (Owner's Covenants) which shall come into effect immediately upon completion of this Agreement.

5. The Covenants of the Owner

5.1 The Owner hereby covenants so as to bind its interest in the Site with the Council to perform the obligations on its part specified in the Fourth, Fifth, Sixth and Seventh Schedules and with the County Council to perform the obligations on its part specified in the Eighth Schedule.

6. The Covenants of the Council and the County Council

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

7. Agreements and Declarations

It is hereby agreed and declared as follows:

7.1 Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council and/or the County Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.2 This Agreement is governed by and interpreted in accordance with the Law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.

7.3 Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid first class or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for this purpose by notice served under this Agreement and any such notice or other written communication to be given by the Council or the County Council shall be deemed valid and effectual if on its face value it is signed on behalf of the Council or the County Council by an officer or duly authorised signatory thereof.

7.4 Where any certificate, consent, permission, nomination or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the decision of the same shall not be unreasonably be delayed or withheld and if refused written reasons for the refusal shall be provided and any such certificate, consent, permission, nomination or other approval shall be given on behalf of:

7.4.1 the Council by the Head of Planning;

7.4.2 the County Council by [].

- 7.5 No person shall be liable for breach of a covenant contained in this Agreement after it shall have parted with all interest in the Site or that part of the Site in respect of which such breach occurred but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 7.6 Save in respect of the obligations in the Fifth and Sixth Schedules this Agreement shall not be enforceable against owner-occupiers or tenants of any Dwelling constructed pursuant to the Planning Permission, their lenders or against those deriving title therefrom.
- 7.7 The obligations contained in this Deed shall not be enforceable against any Protected Tenant.
- 7.8 The obligations in the Fifth and Sixth Schedules of this Agreement shall not be enforceable against a Chargee of the Affordable Housing Provider subject always to the Chargee's prior compliance with the provisions of the following sub-paragraphs 7.8.1 – 7.8.5:
- 7.8.1 the Chargee shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give not less than one month's prior notice ("Chargee's Notice") to the Council of its intention to dispose.
- 7.8.2 in the event that the Council responds within one month from receipt of the Chargee's Notice ("the Council's Notice") indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing in accordance with the terms of this Deed and to satisfy the terms of the mortgage or charge then the Chargee shall fully co-operate with the Council to facilitate such arrangements and the Chargee shall use its reasonable endeavours to secure such transfer.
- 7.8.3 If the Council does not serve its response to the Chargee's Notice within the one month period referred to above at paragraph 7.8.1 then the Chargee shall be entitled to dispose of the relevant Affordable Housing Units (to which its notice at paragraph 7.8.1 related) or any part thereof free from the restrictions set out in Schedules 5 and 6.
- 7.8.4 if the Council or any person nominated by the Council cannot within two months of receipt of the Council's Notice secure completion of such transfer (so that for the avoidance of doubt there shall be a total of only 3 months from the Chargee's Notice to completion of such transfer) then provided the Chargee shall have complied with its obligations under paragraph 7.8.2 the Chargee shall be entitled to dispose of the relevant Affordable Housing Units or any part thereof free from the restrictions set out in Schedule 5 and 6 which shall absolutely determine in respect of the relevant Affordable Housing Units only.
- 7.8.5 provided that at all times the rights and obligations in this Paragraph 7.8 shall not require the Chargee to act contrary to its duties under the charge or mortgage and in particular (but without limitation) the Chargee shall not be obliged to transfer, let or otherwise dispose of the Affordable Housing Unit(s) or any part thereof for a

consideration less than the full amount outstanding under the legal charge or mortgage, plus all interest, costs and expenses.

7.9 This Agreement shall not be enforceable against:

7.9.1 any statutory undertaker or other person who acquires any part of the Site for electricity sub-stations gas governor stations or pumping stations or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;

7.9.2 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.

7.10 Nothing in this Agreement restricts or is intended to restrict the exercise at any time by the Council or County Council of any of their statutory functions or discretions, rights, powers, duties or obligations in relation to any part of the Site or otherwise.

7.11 If the Planning Permission shall expire before the Commencement Date or shall at any time be quashed, revoked, otherwise withdrawn or it is, without the consent of the Owner, modified by any statutory procedure the provisions of this Agreement shall forthwith determine and cease to have effect (insofar only as they have not already been complied with) and any Local Land Charge registered pursuant to clause 7.13 shall be cancelled as soon as reasonably practicable.

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

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

7.14 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.

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

7.16 Subject to the provisions of clause 7.5 – 7.9 hereof, this Agreement is binding on successors in titles and assigns.

7.17 No waiver (whether express or implied) by the Council or the County 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 or the County Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default.

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

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

7.20 In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of such application references to the Planning Permission in this Agreement shall be to the new planning permission granted pursuant to Section 73 of the Act as well and this Agreement shall apply to and remain in full force in respect of that new planning permission (and the original Planning Permission) without the need for a further agreement to be entered into pursuant to Section 106 of the Act

7.21 The Development will consist of 100% Affordable Housing with grant funding from Homes England

8. Disputes

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

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

8.3 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties (except where there is a manifest error and/or on a matter of law) and the following provisions shall apply to the Expert.

8.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct.

8.5 The Expert shall give each of the parties an opportunity to make representations to him before making his decision which he shall make available to the other parties on request.

8.6 The Expert shall be entitled to obtain opinions from others if he so wishes.

8.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.

8.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.

8.9 If the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary.

8.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.

8.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience in the same manner and the same terms as set out in clauses 8.1 to 8.1 inclusive who shall determine which type of professional should be appointed in relation to such matter.

8.12 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.

9. Legal Costs

9.1 The Developer agrees to pay to the Council on the date hereof the sum of £2500 (two thousand five hundred pounds) as a contribution towards the reasonable legal costs incurred by the Council in the negotiation preparation and execution of this Deed.

9.2 The Developer agrees to pay to the County Council on the date hereof the sum of £450.00 (four hundred and fifty pounds) as a contribution towards the reasonable legal costs incurred by the County Council in the negotiation preparation and execution of this Deed.

10. Notice of Change in Ownership

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

11. Developers Consent

11.1 The Developer consents to its interest in the Site being bound hereby and covenants with the Council and the County Council that upon acquiring a freehold or leasehold interest in the Site it will be subject to the obligations in this Agreement as a person deriving title thereto PROVIDED THAT it shall have no liability unless (save in respect of clause 9 above) and until it acquires the freehold or a leasehold interest in the Site

12. Indexation

12.1 Any sum referred to in the Fourth Schedule and/or the Seventh 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.

12.2 BCIS All in Tender Price Index will be applied to the Secondary Education Contribution in line with Education Indexation.

13. VAT

13.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable. For the avoidance of doubt no value added tax is payable on the Contributions and the Secondary Education Contribution

14. Delivery

14.1 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.

15. Statement

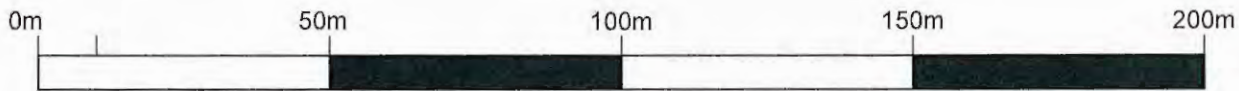
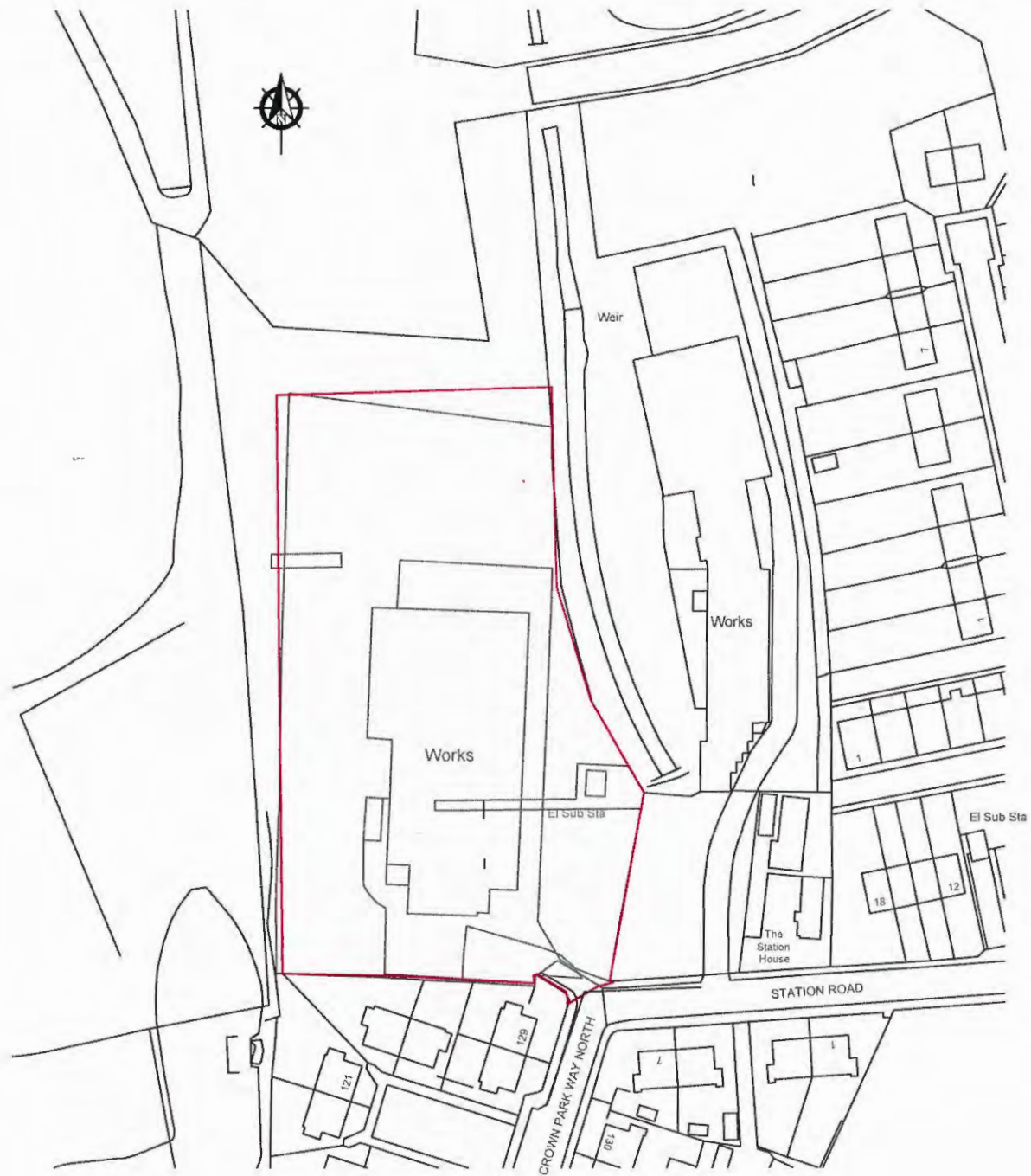
Notwithstanding anything to the contrary herein appearing it is hereby expressly agreed and declared by the parties hereto that each and every liability undertaken hereunder (if any) shall be subject to the proviso that AJ Bell Trustees Limited (Company number 3213118) Nicholas Christopher Dykins and Matthew Stephen Dykins shall not incur any liability in respect thereof whether jointly or severally save to the extent that such liability shall not exceed in amount the value of the assets of The Slingco Limited Executive Pension Scheme from time to time in its hands in their capacity as Trustees for such Pension Scheme.

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 at Station Road, Whitworth, Rochdale being all of the land registered at the Land Registry under Title Number LA692841 (as at 18 January 2022 at 10:47:39) and for the purposes of identification only shown edged red on the attached Plan



1 : 1250

PLANNING

Client:
WESTCHURCH HOMES

Project:
STATION ROAD, FACIT, WHITWORTH

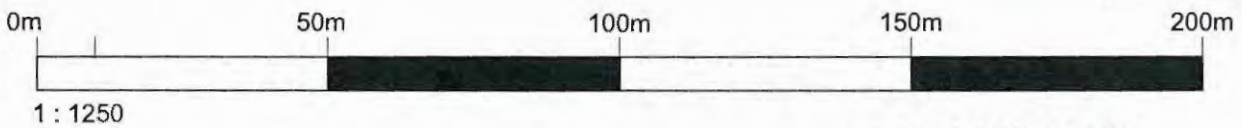
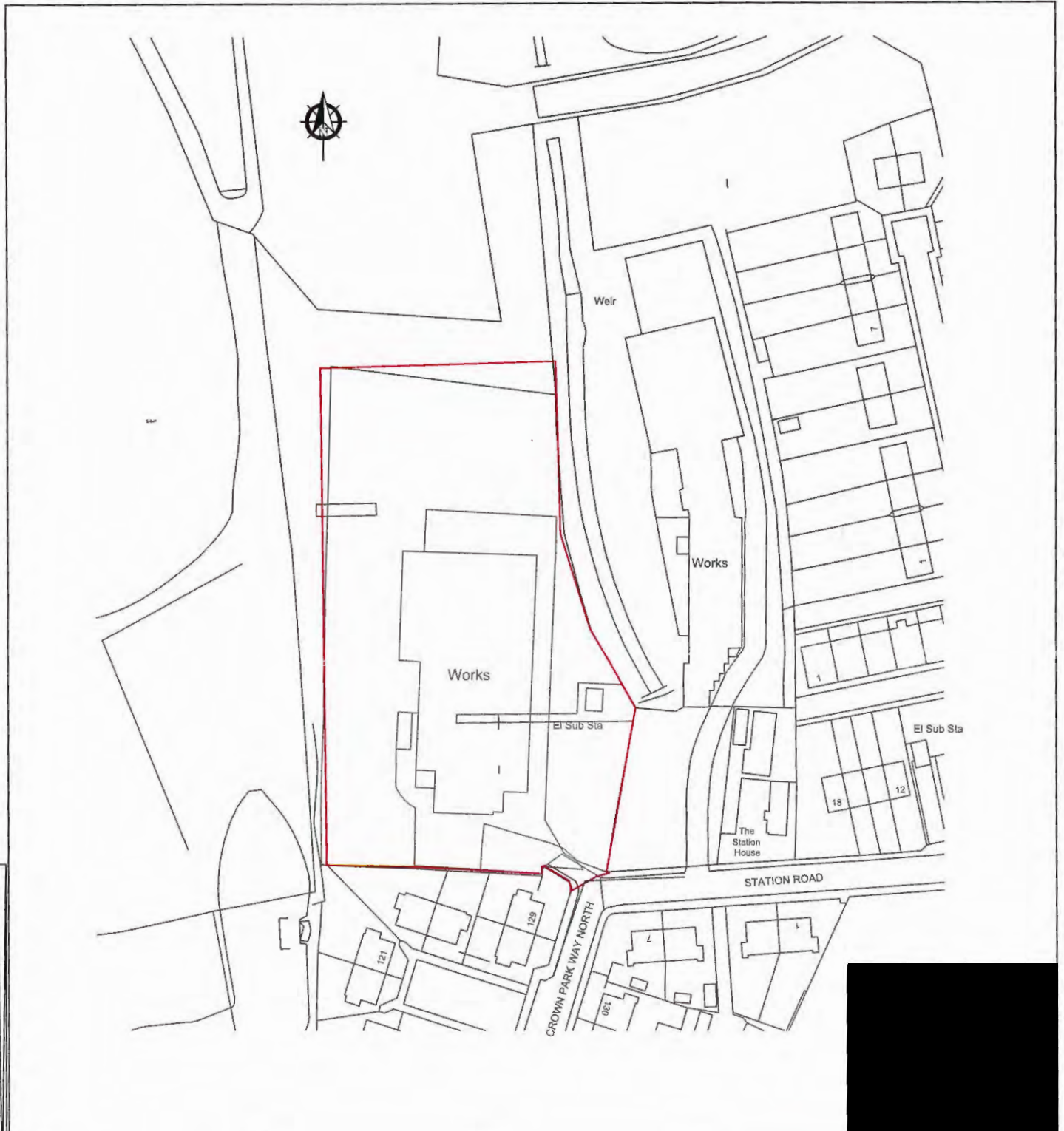
Drawing Title:
SITE LOCATION PLAN



mck associates limited
 architecture ■ building surveying ■ urban design

burnaby villa ■ 48 watling street road ■ fulwood ■ preston ■ pr2 8bp
 tel: 01772 774510 fax: 01772 774511 email mck@mckassociates.co.uk

Drawn: W.L	Checked:	Scale: 1:1250	Date: APRIL 2021	Job No: 19-100	Drawing No: SL01	Rev: A
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PLANNING

Client:
WESTCHURCH HOMES

Project:
STATION ROAD, FACIT, WHITWORTH

Drawing Title:
SITE LOCATION PLAN

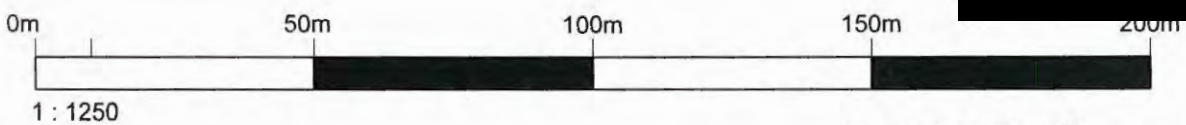


associates limited

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PLANNING

Client:
WESTCHURCH HOMES

Project:
STATION ROAD, FACIT, WHITWORTH

Drawing Title:
SITE LOCATION PLAN



associates limited

architecture | building surveying | urban design

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THE SECOND SCHEDULE

DESCRIPTION OF THE DEVELOPMENT

Full planning permission for the Demolition of employment unit and erection of 37 no. dwellings (affordable rent) with access, parking, landscaping and all other associated works at Station Road Facit Rochdale Lancashire OL12 8LJ.

Application No: 2021/0271

**THE THIRD SCHEDULE
DRAFT PLANNING PERMISSION**

GRANT OF PLANNING PERMISSION

Town and Country Planning Act 1990

Name and Address of Applicant: Westchurch Homes Ltd c/o Agent Maybern Planning and Development M4 6JG	Name and Address of Agent: Mrs Sarah Jones Beehive Lofts Beehive Mill Jersey Street Manchester M4 6JG UK
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Part 1 – Particulars of Application:

Date Received: 27th May 2021

Application Number: 2021/0271

Proposed Works: Full: Demolition of employment unit and erection of 37 no. dwellings (affordable rent) with access, parking, landscaping and all other associated works

Location: Slingco Ltd Station Road Facit

Part 2- Particulars of Decision

The Rossendale Borough Council hereby gives notice in pursuance of the provisions of the Town and Country Planning Act that **PERMISSION HAS BEEN GRANTED** for the carrying out of the development in Part 1 hereof in accordance with the application and plans submitted and the following condition(s)

CONDITIONS:

1. The proposed development must be begun not later than three years from the date of this permission.

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

2. The development shall be carried out in accordance with the following plans and documents unless otherwise required by the conditions below:

Drawing / document	Reference
Site Location Plan	19-100-SL01-A
Proposed Site Layout	19-100 PL01 Rev O
Refuse Plan	19-100 RP01 Rev F
Amended Site Access Drawing P05	B027762-TTE-00-XX-PL-D-002, Rev
House Type Arundel EBH	872-ARU-113 Rev F
House Type Arundel ERH	872-ARU-115 Rev F
Arundel MB	872-ARU-116 Rev F
Arundel MR	872-ARU-118 Rev F
Burghley EBH	614-BUR-113
Burghley ALT EBG	614A-BUR-113
Burghley EBG	614-BUR-116A
Gosford EBG	912-GOS-110 Rev E
Woburn EBH	724-WOB-113 Rev F
Woburn MB	724-WOB-116 Rev F
Hard Landscaping Plan	19-100 HL01 Rev G
Landscaping Proposals	6559.01 Rev D
Materials Plan	19-100 MP01 Rev H
Materials Schedule	19-100-MAT01
Updated Ecology Statement	ERAP dated 7 September 2021
Ecological Survey and Assessment report	ERAP dated April 2021
Desk Study Report For Station Road, Facit by Betts Geo	dated March 2021; referenced 21WCH016/DS
Flood Risk Assessment & Drainage Management Strategy by Betts Hydro	(dated 13 August 2021; referenced D598_STATION.ROAD_ FRA&DMS Rev 3.1)
Indicative Cross Sections 18 August 2021)	Drawing number 19-100-CS-01-B dated
Summary Note from Betts Hydro HYD598_STATION.ROAD_MB_EA_L01)	(dated 19 August 2021; referenced
Arboricultural Impact Assessment	April 2021

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

3. Prior to the construction of any dwellings hereby approved, samples of the external materials (brick, roof tiles, render, window frames, any other roof materials (including any dormers and porches) of the dwellinghouses shall be provided by means of the erection on site of a one metre square sample panel including proposed mortar mix and joint detail, for the written approval of the Local Planning Authority. The panel so approved shall be retained on the site and shall not be removed until such time as the external walls of all of the dwellings hereby approved are complete.

The development thereafter shall be constructed utilising the approved materials.

Reason: To ensure that the development is appropriate in terms of visual amenity and to ensure that it responds to the local context of the site

4. Prior to installation, full details of all boundary treatment including walls and fencing shall be submitted to and approved in writing by the Local Planning Authority. The development shall then be constructed in accordance with approved details and they shall be retained or replaced with the same materials thereafter. Plot divisional fencing shall be installed prior to occupation of that dwelling, and all other boundary treatments shall be installed prior to substantial completion of the development.

Reason: Insufficient details have been provided, and to ensure that the development will be of a good standard of design and privacy for residents.

5. All shared driveways shown on the approved Proposed Layout Plan Rev O shall be constructed of a suitable paving material, details of which shall be submitted to and approved in writing by the local planning authority.

Grasscrete (any other similar material shall first be agreed in writing by the local planning authority), shall be provided to all private driveways in accordance with the above plan, and retained as approved thereafter.

Reason: To ensure that the development is appropriate in terms of visual amenity and to minimise surface water run-off.

6. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (as amended) (Schedule 2, Part 1, Class F) or any subsequent re-enactment thereof, no hardsurfacing shall be constructed over the front gardens shown on the approved landscaping plan and proposed site layout.

Reason: To protect the visual amenities of the development.

7. No development except demolition and enabling works (as agreed with the LPA within the Construction Management Plan via Condition 10) shall commence until a statement demonstrating how the development is designed to be adaptable to climate change, how it incorporates energy efficiency principles and adopts principles of sustainable construction including Sustainable Drainage Systems, has been submitted to and approved in writing by the Local Planning Authority. The development shall be constructed in accordance with the approved statement.

Reason: The Council has declared a climate emergency, therefore to ensure that the development incorporates such principles.

8. Each dwelling shall make provision for cycle storage and an electric vehicle charging point. They shall be installed at each dwelling prior to the dwelling's occupation and retained thereafter.

Reason: To ensure that the development provides sustainable transport options.

9. Full details (including levels) of the proposed access / gate to the Valley of Stone cycleway shall be submitted to and agreed in writing by the local planning authority. The details shall be submitted, approved and implemented prior to occupation of any dwelling.

Reason: To ensure that the development provides a link to the Valley of Stone cycleway in the interests of sustainable transport options.

10. No development shall take place, including any works of demolition or site clearance, until a Construction Management Plan (CMP) (also see informatives) has been submitted to, and approved in writing by the local planning authority. The approved plan / statement shall provide:

- 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 shall be available on site for the cleaning of the wheels of vehicles leaving the site and such equipment shall be used as necessary to prevent mud, stones and debris being carried onto the highway. Provision to sweep the surrounding highway network by mechanical means will be available and the roads adjacent to the site shall be mechanically swept as required during the full construction period.
- 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.

The extent of demolition and enabling works are also to be agreed within the CMP, as relevant for other listed conditions.

The approved Plan shall be adhered to throughout the construction period for the development.

Reason: In the interests of the safe operation of the adopted highway during the demolition and construction phases.

11. Works shall be undertaken in line with the Site Access drawing ref B027762-TTE-00-XX-PL-D-002, Rev P05: for 1) the construction of the site access; and 2) the off-site highway works including footway improvements and junction table. The works shall be undertaken in line with a programme to be agreed with the LPA (in conjunction with the local highway authority) and completed in accordance with the approved programme and details.

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.

12. Any demolition and construction works associated with the development hereby approved shall not take place except between the hours of 8:00 am and 6:00 pm Monday to Friday and 8:00 am and 1:00 pm on Saturdays. No construction shall take place on Sundays, Good Friday, Christmas Day or Bank Holidays. Access and egress for construction activity vehicles shall be restricted to the working hours indicated above.

Any HGV construction traffic movements to and from the site shall not occur before 9.30am or between 2.30pm - 3.30pm Monday-Friday during school term time.

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 and in the interests of highway and pedestrian safety.

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

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

14. The development permitted by this planning permission shall be carried out in accordance with the principles set out within the flood risk assessment and drainage management strategy (HYD598_STATION.ROAD_FRA&DMS Rev 3.1 13.08.2021).

No development shall commence except for demolition and enabling works (see condition 10), until a detailed, final surface water sustainable drainage strategy for the site has been submitted to, and approved in writing by, the local planning authority, in line with the flood risk assessment and drainage management strategy (HYD598_STATION.ROAD_FRA&DMS Rev 3.1 13.08.2021) and sustainable drainage principles and requirements set out in the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems and no surface water shall be allowed to discharge to the public foul sewer(s), directly or indirectly.

Those details shall include, as a minimum:

- a) Sustainable drainage calculations for peak flow control and volume control (1 in 1, 1 in 30 and 1 in 100 + 40% climate change), with allowance for urban creep. (Surface water runoff rate for site restricted to 15.6l/s Qbar, as per submitted FRA)
- b) Final sustainable drainage plans appropriately labelled to include, as a minimum:
 - i. Plan identifying areas contributing to the drainage network, including surface water flows from outside the curtilage as necessary;
 - ii. Sustainable drainage system layout showing all pipe and structure references, dimensions, design levels;
 - iii. Details of all sustainable drainage components, including landscape drawings showing topography and slope gradient as appropriate;
 - iv. Flood water exceedance routes in accordance with Defra Technical Standards for Sustainable Drainage Systems;
 - v. Finished Floor Levels (FFL) in AOD with adjacent ground levels for all sides of each plot to confirm minimum 300mm+ difference for FFL; (as per submitted FRA).
 - vi. Details of proposals to collect and mitigate surface water runoff from the development boundary;
 - vii. Measures taken to manage the quality of the surface water runoff to prevent pollution, protects groundwater and surface waters, and delivers suitably clean water to sustainable drainage components;
- c) Flood mitigation measures to protect plots from the low to medium surface water flood risk levels, as shown on the EA surface water flood risk maps.
The sustainable drainage strategy shall be implemented in accordance with the approved details.

The measures shall be fully implemented prior to first occupation of any dwelling and in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority in consultation with the lead local flood authority.

Reason: To ensure satisfactory sustainable drainage facilities are provided to serve the site in accordance with the Paragraphs 163 and 165 of the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems.

15. Prior to the commencement of development, except for demolition, full details of the proposed ground levels (relative to the existing ground levels) shall be submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: The submitted section drawings are noted as "indicative only" and in the interests of flood risk

16. No development shall commence except demolition and site clearance until details of how surface water and pollution prevention will be managed during each construction phase have been submitted to and approved in writing by the local planning authority. Those details shall include for each phase, as a minimum:
 - a) Measures taken to ensure surface water flows are retained on-site during construction phase(s) and, if surface water flows are to be discharged they are done so at a restricted rate to be agreed with the Lancashire County Council LLFA.
 - b) Measures taken to prevent siltation and pollutants from the site into any receiving groundwater and/or surface waters, including watercourses, with reference to published guidance.

The development shall be constructed in accordance with the approved details.

Reasons:

1. To ensure the development is served by satisfactory arrangements for the disposal of surface water during each construction phase(s) so it does not pose an undue flood risk on site or elsewhere;
 2. To ensure that any pollution arising from the development as a result of the construction works does not adversely impact on existing or proposed ecological or geomorphic condition of water bodies.
17. No dwellinghouse hereby permitted shall be occupied (unless otherwise agreed within an implementation schedule) until a Verification Report and Operation and Maintenance Plan for the lifetime of the development, pertaining to the surface water drainage system and prepared by a suitably competent person, has been submitted to and approved by the Local Planning Authority.

The Verification Report must demonstrate that the sustainable drainage system has been constructed as per the agreed scheme (or detail any minor variations), and contain information and evidence (including photographs) of details and locations (including national grid reference) of inlets, outlets and control structures; landscape plans; full as built drawings; information pertinent to the installation of those items identified on the critical drainage assets drawing; and, the submission of an final 'operation and maintenance manual' for the sustainable drainage scheme as constructed.

Details of appropriate operational, maintenance and access requirements for each sustainable drainage component are to be provided, with reference to published guidance, through an appropriate Operation and Maintenance Plan for the lifetime of the development as constructed. This shall include arrangements for adoption by an appropriate public body or statutory undertaker, and/or management and maintenance by a Management Company and any means of access for maintenance and easements, where applicable.

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

Reason: To ensure that flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property and ecological systems, and to ensure that the development as constructed is compliant with and subsequently maintained pursuant to the requirements of Paragraph 165 of the National Planning Policy Framework.

18. No development shall take place except for demolition and enabling works (see Condition 10) until a scheme for the provision and retention of a minimum 4 metre wide buffer zone alongside the River Spodden has been submitted to, and approved in writing by, the local planning authority. Thereafter, the development shall be carried out in accordance with the approved scheme. The buffer zone scheme shall be free from built development including any ground remodelling, land raising, lighting, domestic gardens and formal landscaping. The scheme shall include:
- plans showing the extent and layout of the buffer zone
 - details of any proposed retained or new soft landscaping, including a planting schedule predominantly based on native species.
 - details demonstrating how the buffer zone will be protected during development
 - details of biosecurity measures to be adopted, as outlined in best practice (PCACOP-Control-of-Knotweed-24pp_04.05.18-WEB.pdf (property-care.org)) to ensure that all Schedule 9 invasive plants (including Indian Balsam) and contaminated soils are not spread as a result of redevelopment works at the site, and appropriate measures are adopted through an Invasive Species Management Plan (ISMP)
 - A Construction and Environment Management Plan (CEMP) outlining how proposed riparian development and associated site clearance, earth moving, site drainage, wider construction etc. will take place while protecting the River Spodden and key ecological receptor from any accidental spillages, dust and debris
 - details of any new boundary fencing, lighting, etc.

Reason: To conserve and enhance the water environment by avoiding harm and detrimental impacts and where possible, providing net gains for biodiversity.

19. Notwithstanding any information submitted with the application, no development shall take place (except for demolition and enabling works as agreed with the LPA) until an investigation and risk assessment has been submitted to and approved in writing by the Local Planning Authority. The submitted report shall include:
- i) Where potential risks are identified by the Preliminary Risk Assessment, a Phase 2 Site Investigation report shall also be submitted to and approved in writing by the Local Planning Authority prior to commencement of development (except for demolition and enabling works as agreed with the LPA). The investigation shall address the nature, degree and distribution of land contamination on site and shall include an identification and assessment of the risk to receptors focusing primarily on risks to human health, groundwater and the wider environment; and
 - ii) Should unacceptable risks be identified the applicant shall also submit and agree with the Local Planning Authority in writing a contaminated land remediation strategy prior to commencement of development (except for demolition and enabling works as agreed with the LPA). 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 any hazards posed by contaminated land, and in the interests of reducing pollution.

20. Pursuant to condition 19; and prior to occupation of a plot, a verification report, which validates that all remedial works undertaken to that plot, 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. Prior to any public areas of the site being made available for use, a verification report covering those areas shall be submitted to and approved in writing by the LPA. The reports shall identify any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Reason: In the interests of mitigating any hazards posed by contaminated land, and in the interests of reducing pollution.

21. No infiltration of surface water drainage into the ground where adversely elevated concentrations of contamination are known or suspected to be present is permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details.

Reasons: To ensure that the development does not contribute to, and is not put at unacceptable risk from or adversely affected by, unacceptable levels of water pollution caused by mobilised contaminants.

22. Details of piling or any other foundation designs using penetrative methods shall be submitted to and approved in writing by the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: Piling should be avoided in the first instance but where it is necessary it requires formal approval, for the future protection of the Water Environment from risks arising from land contamination.

23. Notwithstanding the submitted landscaping plan, all dwellings' rear gardens shall be turfed prior to occupation of that dwelling.

Reason: In the interests of visual amenity and residential amenity.

24. All trees and hedgerows to be retained must be protected by a scheme in accordance with BS 5837 (2012) and as detailed in the specification within the Arboricultural Impact Assessment (AIA). Measures must be implemented on site before any other works are undertaken. All tree work must be undertaken in accordance with BS 3998 (2010).

Where areas of hard surface encroach into the tree Root Protection Area of Tree G2, they shall be constructed with a cellular confinement specification as included in the AIA.

Reason: In the interests of visual amenity and biodiversity.

25. The landscape proposal drawing 6559.01 Rev D shall be implemented fully in the first planting and seeding seasons following the occupation of any buildings or the completion of the development, whichever is the earlier. Any trees or plants which within a period of 10 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.

Reason: In the interest of the appearance of the locality.

26. No construction of any dwellinghouse above ground level shall take place until full details of the acid grassland creation and its management, in addition to the measures to provide biodiversity enhancements contained within the ERAP letter report (listed a - h) and Section 5.2 of the Ecological Survey and Assessment report, have been submitted to and approved in writing by the local planning authority, and shall include timescales for implementation. The development shall be carried out in accordance with the approved details.

Reason: To ensure the long-term management and maintenance of biodiversity within the development.

27. Any new lighting shall be designed to minimise the impact on nocturnal mammals such as roosting bats (see section 5.4.1-5.4.4 of the ecology report), and a light spill plan should be submitted and approved in writing to demonstrate no negative impact on the proposals on features which may be used by commuting or foraging bats (and other nocturnal/riparian species). Any lighting shall be carried out in accordance with the approved details.

Reason: To minimise the impact on nocturnal mammals.

28. No development shall take place until a badger survey and method statement to be followed during the construction (see section 5.6 of the ecology report) have been submitted to and approved in writing by the local planning authority. Construction shall be carried out in accordance with the approved details.

Reason: To protect badgers (and other wildlife) that may be present on the site during the works.

29. The applicant must be aware of the legal protection that active bird nests receive. Work which may impact on nesting birds (such as building demolition, site and vegetation clearance) shall not take place between 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 submitted to and agreed in writing by the Local Planning Authority.

Reason: In the interests of protecting nesting birds, which is a legal requirement.

30. Prior to earthworks taking place, a management plan to treat and prevent the spread of invasive species (including Japanese knotweed and Himalayan balsam) shall be supplied to and agreed in writing by the local planning authority. The development shall then be carried out in accordance with the statement.

Reason: Derelict sites adjacent to watercourses are high risk for such species and several have been recorded on or adjacent to the site. It is an offence to plant to cause these species to grow in the wild.

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 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. 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.
3. Construction Management Plan:
 - There must be no reversing into or from the live highway at any time - all vehicles entering the site must do so in a forward gear and turn around in the site before exiting in a forward gear onto the operational public highway.
 - There must be no storage of materials in the public highway at any time.
 - There must be no standing or waiting of machinery or vehicles in the public highway at any time.
 - There must be no machinery operating over the highway at any time, this includes reference to loading/unloading operations - all of which must be managed within the confines of the site.
 - A licence to erect hoardings adjacent to the highway (should they be proposed) may be required. If necessary this can be obtained via the County Council (as the Highway Authority) by contacting the Council by telephoning 01772 533433 or e-mailing lhsstreetworks@lancashire.gov.uk
 - All references to public highway include footway, carriageway and verge.

The applicant's attention is drawn to the advice provided by the Environment Agency in their letter dated 8 September 2021 which is available to view on the Council's website within the planning file.

4. During the period of construction, should contamination be found on site that has not been previously identified, no further works shall be undertaken in the affected area. Prior to further works being carried out in the affected area, the contamination shall be reported to the Local Planning Authority within a maximum of 5 days from the discovery, a further contaminated land assessment shall be carried out, appropriate mitigation identified and agreed in writing by the Local Planning Authority. The development shall be undertaken in accordance with the agreed mitigation scheme.

The applicant is advised that they have a duty to adhere to the regulations of 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.

Date:

Signed: *Mike Atherton*

Mike Atherton
Planning Manager

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

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

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

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

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

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

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

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

Compensation is payable in the circumstances set out in:

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

2. ADDITIONAL NOTES ON LISTED BUILDING CONSENT

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

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

3. APPLICATION FOR CONSENT TO DISPLAY ADVERTISEMENTS

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

IMPORTANT

Compliance with Planning Conditions

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

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

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

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

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

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

Mike Atherton
Planning Manager

THE FOURTH SCHEDULE

Owner's Covenants

1. The Owner covenants with the Council as follows:

The Owner shall give notice in writing to the Head of Planning at the Council of their intention to commence the Development fourteen (14) calendar days prior to Commencement of the Development and shall give notice in writing of the date of Occupation of the 1st Dwelling on Site fourteen (14) calendar days prior to such Occupation arising.

2. Payment of the contributions

- 2.1 The Owner will pay 50% of the Public Open Space Contribution to the Council on Commencement of the Development
- 2.2 The Owner will pay the remaining 50% of the Public Open Space Contribution to the Council on the date falling six months after the date of Commencement of the Development
- 2.3 The Contributions shall be subject to Indexation in accordance with clause 12.

THE FIFTH SCHEDULE
AFFORDABLE HOUSING

The Owner hereby covenants with the Council as follows:

Part 1

1. Prior to commencement of Development to notify the Council in writing of the proposed Commencement of Development.
2. Prior to Commencement of the Development the Owner shall submit to the Council for approval the Affordable Housing Scheme comprising the Affordable Housing Mix. The scheme must include a plan or plans showing the plot number, location, plot boundaries and layout and including a programme and timetable for the provision of Affordable Housing Units and the Market Value Notice.
3. The Council will advise within 28 days of receipt of the Market Value Notice whether it approves the valuations, such approval not to be reasonably withheld or delayed, failing which the valuations provided in accordance with this paragraph shall be deemed to be approved by the Council.
4. Following approval of the Affordable Housing Scheme referred to at paragraph 2, the Owner shall lay out and deliver the Affordable Housing in full compliance with the approved Affordable Housing Scheme.
5. The Owner covenants with the Council not to Commence Development of any part of the Site unless a notice pursuant to paragraph 1 above has been served on the Council and the scheme referred to in paragraph 2 has been approved and the valuations have been approved or deemed approved in accordance with paragraph 3.

Part 2

A. Construction of the Affordable Housing Units

1. To construct and provide the Affordable Housing Units in accordance with the Affordable Housing Scheme and the Affordable Housing Mix and as more particularly set out in this Agreement.
2. The Affordable Housing Units shall be used solely for the purpose of providing Affordable Housing. The Affordable Housing Units must only be Occupied by:
 - 2.1 Approved Persons (as the sole residence of such Approved Persons and their households); and
 - 2.2 By a person (and their household) being in Housing Need.
3. The Owner shall serve notice on the Council within fifteen (15) Working Days after the completion of construction of each of the Affordable Housing Units.

Part B Transfer of the Affordable Housing Units

1. The Owner shall use all reasonable endeavours to enter into a contract to dispose of a freehold interest in all the Affordable Housing Units (and the remainder of the Site) to one Affordable Housing Provider unless otherwise agreed in writing with the Council. The Owner shall use reasonable endeavours to agree with the Council the identity of the Affordable Housing Provider to which the Affordable Housing Units are to be transferred (and the Council) shall respond to any request for such agreement within twenty one (21) Working Days.

2. The agreement to dispose of any of the Affordable Housing Units to the Affordable Housing Provider must impose (inter alia) the following or equivalent terms:

2.1 a restrictive covenant by the Affordable Housing Provider (for the benefit of the Owner and the Council) not to use the Affordable Housing Units other than for Occupation by Approved Persons for residential purposes for those in Housing Need and in accordance with the terms of this Agreement (which may be subject to the exclusions at clause 7.5 – 7.8 hereof); and

2.2 that the transfer of the Affordable Housing Units to the Affordable Housing Provider be free from any ground rent or encumbrances save for any existing encumbrances and such rights reservations and covenants as are necessary to enable the Owner to develop the Site in accordance with the Planning Permission and shall grant to the relevant Affordable Housing Provider such rights and covenants as are necessary to enable it to provide and beneficially use and enjoy the Affordable Housing Units; and

2.3 the Owner shall not require the relevant Affordable Housing Provider to meet any of the Owner's legal or other conveyancing costs.

3. The Owner shall provide confirmation to the Council that an agreement for the transfer of the Affordable Housing Units to an Affordable Housing Provider has been entered into within ten (10) Working Days of it being entered into.

4. Subject to compliance with paragraph 1 above, in the event the Owner has either:

5.1 not been able to identify an Affordable Housing Provider which is acceptable to the Council in accordance with this Schedule and which is ready willing and able to exchange unconditional contracts on commercially acceptable terms to the Owner for the purchase of all of the Affordable Housing Units; or

5.2 has identified an acceptable Affordable Housing Provider which was ready willing and able to exchange unconditional contracts for the purchase of the all of the Affordable Housing Units but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that it is unlikely that it is able or willing to purchase all of the Affordable Housing Units (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Provider)

in either case within six (6) months of the date of this Agreement then the provisions of the following paragraph shall apply.

6. Where the preceding paragraph applies, the Owner may at any time following the 6-month period referred to notify the Council that they have not exchanged contracts with an Affordable Housing Provider for the disposal of all of the Affordable Housing Units and the Council shall then use reasonable endeavours to identify a suitable Affordable Housing Provider which is ready able and willing to exchange contracts for the purchase of all of the Affordable Housing Units (or such as remain unsold) and the provisions of the following paragraph shall apply.

7. In the event that either:

- 7.1 the Council have not been able to identify an Affordable Housing Provider which is ready willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units from the Owner; or
- 7.2 the Council had identified an Affordable Housing Provider which is ready and willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units from the Owner but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that it is unlikely that it is able or willing to purchase all of the Affordable Housing Units (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Provider)

in either case within six (6) months of the date upon which the Owner notified the Council under paragraph 7 then the provisions of the following paragraph shall apply.

8. Subject to the Owner providing written evidence to the Council of Affordable Housing Provider engagement and reasons why the transfer to the Affordable Housing Provider have not moved forward, then the Council and the Owner (both acting reasonably) shall seek to agree an appropriate alternative scheme for providing Affordable Housing for Occupation by Approved Persons in Housing Need or as appropriate payment of a commuted sum for the provision of alternative Affordable Housing within the administrative area of the Council.
9. Where the Owner and the Council are not able to reach agreement in accordance with paragraph 9 above within one month of the Owner submitting such evidence, the Owner shall be entitled to dispose of the Affordable Housing Unit as an Market Unit, free from the restrictions within this Agreement, subject to payment of 55% of the Net Sales Proceeds for the Affordable Rented Properties to the Council as a commuted sum (subject to the Council having first agreed the Net Sales Proceeds figure with the Owner for the relevant Dwelling prior to such disposal) within 5 Working Days of legal completion, for the provision of alternative Affordable Housing within the administrative area of the Council

10. The Rented Units shall:

- 10.1 be marketed and made available by the Affordable Housing Provider as Affordable Rented Housing (as appropriate and as determined by the Affordable Housing Scheme);
- 10.2 be let on an assured tenancy (or any similar successor form of tenancy) as Affordable Rented Housing;
- 10.3 be let by the Affordable Housing Provider to Approved Persons;
- 10.4 remain as Affordable Housing and let in accordance with this paragraph 10 in perpetuity;
- 10.5 be let via B-with-us or any subsequent Choice Based Lettings partnership that the Council is a member of from time to time.

11.1 As soon as reasonably possible following any disposal of an Affordable Rented Unit to either:

- a) someone who has exercised the right to acquire the dwelling of which he is a tenant pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or

b) someone who has exercised any statutory right to buy the dwelling of which he is a tenant pursuant to Part V of the Housing Act 1985 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit

the Affordable Housing Provider shall calculate the Rented Net Sale Proceeds for the relevant Affordable Rented Unit and the Recycling Percentage on such sale and shall pay into a designated reserve fund held by the Affordable Housing Provider any Recycling Percentage received in respect of such sale.

11.2 The Recycling Percentage may only be used by the Affordable Housing Provider for Recycling.

11.3 On any transfer of any Affordable Rented Unit(s) by one Affordable Housing Provider to another Affordable Housing Provider the outgoing Affordable Housing Provider shall (to the extent not spent or already allocated for spending on Recycling) transfer the balance of the Recycling Percentage attributable to such Affordable Rented Units to the incoming Affordable Housing Provider and pursuant to this deed the incoming Affordable Housing Provider shall meet the obligations contained in this Schedule in so far as these relate to Recycling of the Recycling Percentage received by it on a sale referred to at paragraphs (a) or (b) of paragraph 11.1 (whether this relates to those sums transferred to it by the outgoing Affordable Housing Provider or received on sale after its date of acquisition).

12.4 In the event that the whole or any part of any Recycling Percentage has not been spent or allocated for spending on Recycling within five (5) years from the date of receipt by the Affordable Housing Provider, the monies or balance shall forthwith be released from any obligations pursuant to this Deed and be available for application by the Affordable Housing Provider in any manner which it considers appropriate, so long it has used reasonable (but commercially prudent) endeavours to secure further Affordable Housing in the Borough.

12.5 The Affordable Housing Provider shall maintain records in respect of each of the Affordable Rented Unit(s) containing the price paid for the Affordable Rented Unit and details of the sale and specifically the Rented Net Sale Proceeds and the Recycling Percentage calculations together with details of any Recycling undertaken and the aggregate Recycling Percentage held by the Affordable Housing Provider in respect of any Affordable Rented Units that have been sold in its designated reserve fund and upon request must allow the Council to inspect those records and provide any relevant information in writing.

12.6 The Affordable Housing Provider shall report to the Council on an annual basis on each sale made pursuant to paragraph 11.1 together with the information referred to at paragraph 11.5 and shall provide any further information that the Council requests in respect of compliance with this paragraph 11.

THE SIXTH SCHEDULE
ELIGIBILITY FOR THE AFFORDABLE RENTED UNITS

1. An Approved Person should meet the following Eligibility Criteria for the Affordable Rented Units:
 - 1.1 applicants must be deemed to be in Housing Need;
 - 1.2 applicants must have a local connection with the area in which they are seeking to live;
 - 1.3 applicants must be able to demonstrate a housing need for a property type.

2. For the avoidance of doubt local connection means (not in order of priority):
 - 2.1 applicants who have previously had their only or principal home in the Borough for 6 out of the last 12 months or 3 out of the last 5 years; or
 - 2.2 applicants who for a period of 12 months prior to proposed Occupation of an Affordable Housing Unit had their principal place of work within the Borough ; or
 - 2.3 applicants who have immediately prior to the proposed Occupation of an Affordable Housing Unit one or more of their parents children or siblings living within the Borough for a continuous period of five years.

3. For the avoidance of doubt applicants will be assessed on their current housing need.

4. For the avoidance of doubt the Affordable Rented Units must be the applicants sole or principle home.

5. Provided Always that notwithstanding the above the Council and Affordable Housing Provider may agree between themselves any amendment to the Eligibility Criteria where the Council shall deem it reasonable to do so and provided further that after such amendments are applied the applicant is able to demonstrate a housing need for a property type.

6. Upon allocation of the Affordable Rented Units for first lets and all subsequent lets the Affordable Housing Provider will confirm the details of each successful applicant detailing the criteria by which they qualify and the property address allocated to them and send this information to the Council.

THE SEVENTH SCHEDULE

ADDITIONAL REQUIREMENTS

The Owner covenants with the Council that:

1. the Owner shall, prior to first Occupation, submit to the Council a plan for the management and maintenance of the Communal Area and shall liaise with the Council (both parties acting reasonably) to allow the Council to approve such plan.
2. The Development shall not be Occupied until the plan referred to at paragraph 1 has been approved by the Council.
3. The Owner shall reasonably and properly maintain the Communal Area in perpetuity in accordance with the plan approved by the Council pursuant to paragraph 1 and the Owners shall levy a fair and reasonable service charge from the owners and/or occupiers of each of the Dwellings in respect of such management and maintenance.
4. In the event that the Owner fails to comply with the objectives of the covenants set out in paragraphs 1 - 3 (in respect of the ongoing maintenance and management of the Communal Area) the Owner acknowledges that the Council may serve notice on the Owner detailing any works that it considers to be reasonably required to manage and maintain the Communal Area (the Default Notice) and giving to the Owner at least four weeks' notice (the Notice Period) to undertake and complete such works. The Owner shall comply with the requirements in the Default Notice prior to the expiry of the Notice Period.
5. In the event that the Owner fails to comply with the requirements in the Default Notice by the end of the Notice Period the Owner grants to the Council licence to access the Communal Area with workmen, plant and machinery to carry out the works required to remedy the default and in such circumstances the Owner covenants to pay to the Council on demand the Council's reasonable costs incurred in carrying out such works, paying interest at 4% above the base rate of the Bank of England from the date of issue of a demand for payment by the Council to the Owner.
6. The Owner shall provide that 4 of the Dwellings, being 4 x 1 bedroom apartments (of Burghley Ground floor house types) (the Adapted Dwellings) are designed, constructed and completed to adaptable standards via reference to M4(2) of the building regulations
7. The Adapted Dwellings shall be M4(2) compliant in perpetuity.
8. It shall allow the Council to have access to the Property at all reasonable times to monitor compliance with the covenants in this Schedule and that it will provide the Council with such information as the Council shall request from time to time to verify or check such compliance.
9. The Owner shall pay to the Council the following monitoring fees:

- (a) a Contribution monitoring fee in the sum of £200 being 1% of the Public Open Space Contribution at the same time as payment of the Public Open Space Contribution
- (b) an Affordable Housing monitoring fee in the sum of £1,000 on the date of Occupation of the first in time of the Affordable Housing Units
- (c) a monitoring fee of £2,000 (being £1,000 in respect of the monitoring of the obligations at paragraphs 1 – 5 and £1,000 in respect of the monitoring of the obligations at paragraphs 6 – 10 of this Seventh Schedule on the date of service of the notice of Commencement of Development pursuant to paragraph 1 of the First Schedule.

THE EIGHTH SCHEDULE

Owner's Covenants to the County Council

The Owner covenants with the County Council as follows:

1. The Owner will pay the Secondary Education Contribution to the County Council prior to the Occupation of the 30th Dwelling on the Site.

THE NINTH 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 ten years of the date of receipt by the Council of such sum.
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.

THE TENTH SCHEDULE

The County Council's Covenants

The County Council's Covenants with the Owner

1. To use the Secondary Education Contribution received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid and for no other purpose.
2. The County Council covenants with the Owner that it will refund the Secondary Education Contribution to the person who paid the Secondary Education Contribution to the County Council to the extent that the Secondary Education Contribution has not been expended in accordance with the provisions in this Agreement (and money shall be deemed to have been expended if the County 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 ten years of the date of receipt by the County Council of such sum.
3. When requested in writing the County Council shall provide written confirmation of the discharge of obligations to the County Council contained in this Agreement once the County Council is satisfied (acting reasonably) that such obligations have been performed.

IN WITNESS whereof the Council, the Owner, the Developer 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:



Deputy Monitoring Officer



No. IN SEAL REGISTER
115607

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

.....
Authorised Officer

Executed as a deed

(but not delivered until the date hereof) by

AJ Bell Trustees Limited

acting by:

.....

Director

.....

Director

IN WITNESS whereof the Council, the Owner, the Developer 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:

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

.....
[Redacted Signature]
Authorised Officer



Executed as a deed

(but not delivered until the date hereof) by

AJ Bell Trustees Limited

acting by:

.....

Director

.....

Director

IN WITNESS whereof the Council, the Owner, the Developer 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:

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

.....
Authorised Officer

Executed as a deed

(but not delivered until the date hereof) by

AJ Bell Trustees Limited

acting by 

Director 

Director

Signed as a deed

(but not delivered until the date hereof) by

NCD
Nicholas Christopher Dykins

.....
[Redacted Signature]

In the presence of:

Witness Signature:

[Redacted Witness Signature]

Name of Witness:

DAVID CARROLL

Address:

[Redacted Address]

Signed as a deed

(but not delivered until the date hereof) by

Matthew Stephen Dykins

.....

In the presence of:

Witness Signature:

.....

Name of Witness:

.....

Address:

.....

.....

Signed as a deed

(but not delivered until the date hereof) by

Nicholas Christopher Dykins

.....

In the presence of:

Witness Signature:

Name of Witness:

Address:

.....

Signed as a deed

(but not delivered until the date hereof) by

Matthew Stephen Dykins

In the presence of:

Witness Signature:

Name of Witness:

Address:

Executed as a deed

(but not delivered until the date hereof) by

Westchurch Homes Limited

acting by:

.....

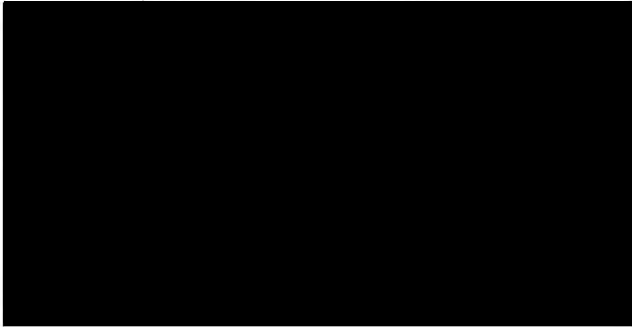
Director

In the presence of:

Witness Signature:

Name of Witness:

Address:




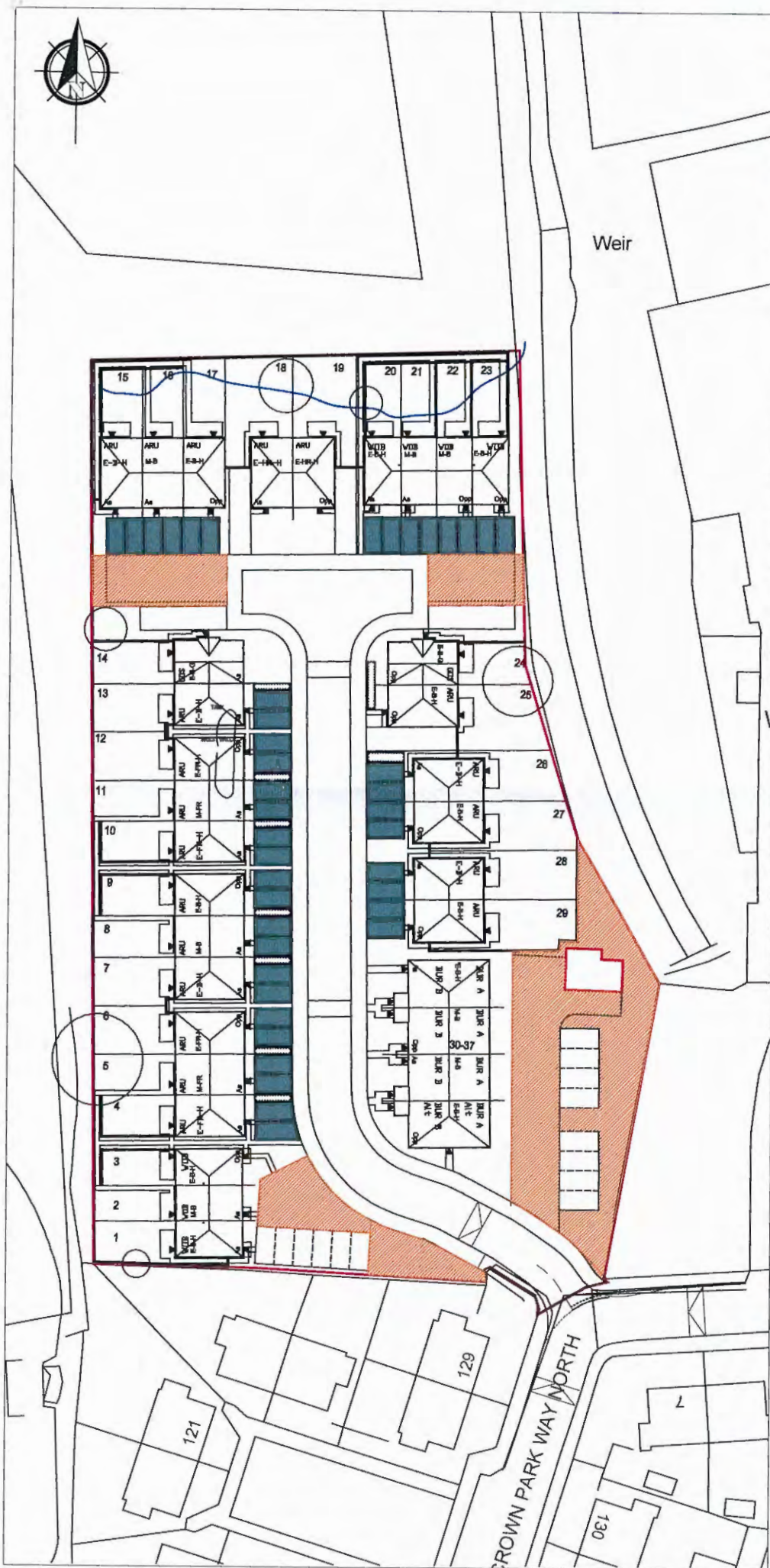
ANNEXURE 1
COMMUNAL AREA PLAN




general notes:
 do not scale the drawing.
 all dimensions to be checked on site prior to commencement of work and any discrepancy shall be immediately reported and resolved prior to work commencing. this drawing is to be read in conjunction with all relevant drawings and specifications relating to the job whether or not indicated on the drawing.
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KEY

 OPEN SPACE AND PARKING AREAS TO BE MANAGED



Rev: _____ Date: _____ By: _____ Description: _____



Project:
 STATION ROAD FACIT


Drawing Title:
 INDICATIVE COMMUNAL AREAS MANAGEMENT PLAN

Drawn: PMAS	Checked:	Scale: 1:500@A3	Date: 15.3.2022
Job No: 1009	Drawing No: MP01	Rev:	



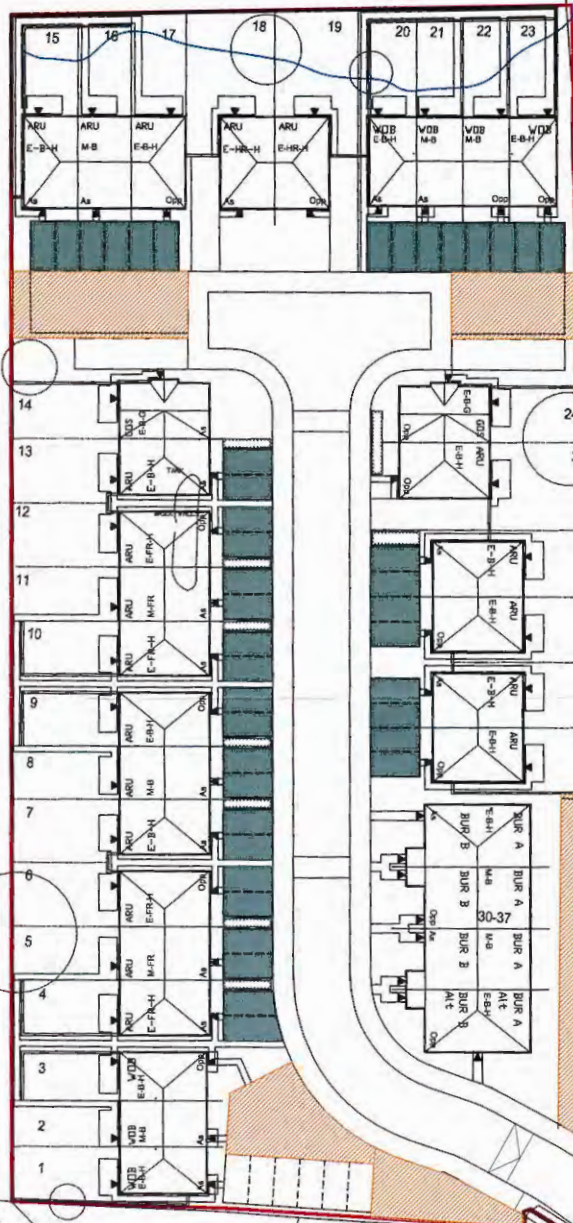
general notes:
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KEY

 OPEN SPACE AND PARKING AREAS TO BE MANAGED



Weir



CROWN PARK WAY NORTH

121

129

130

By: _____ Date: _____



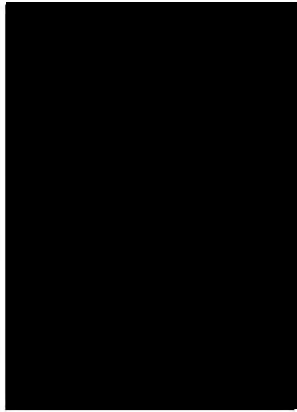
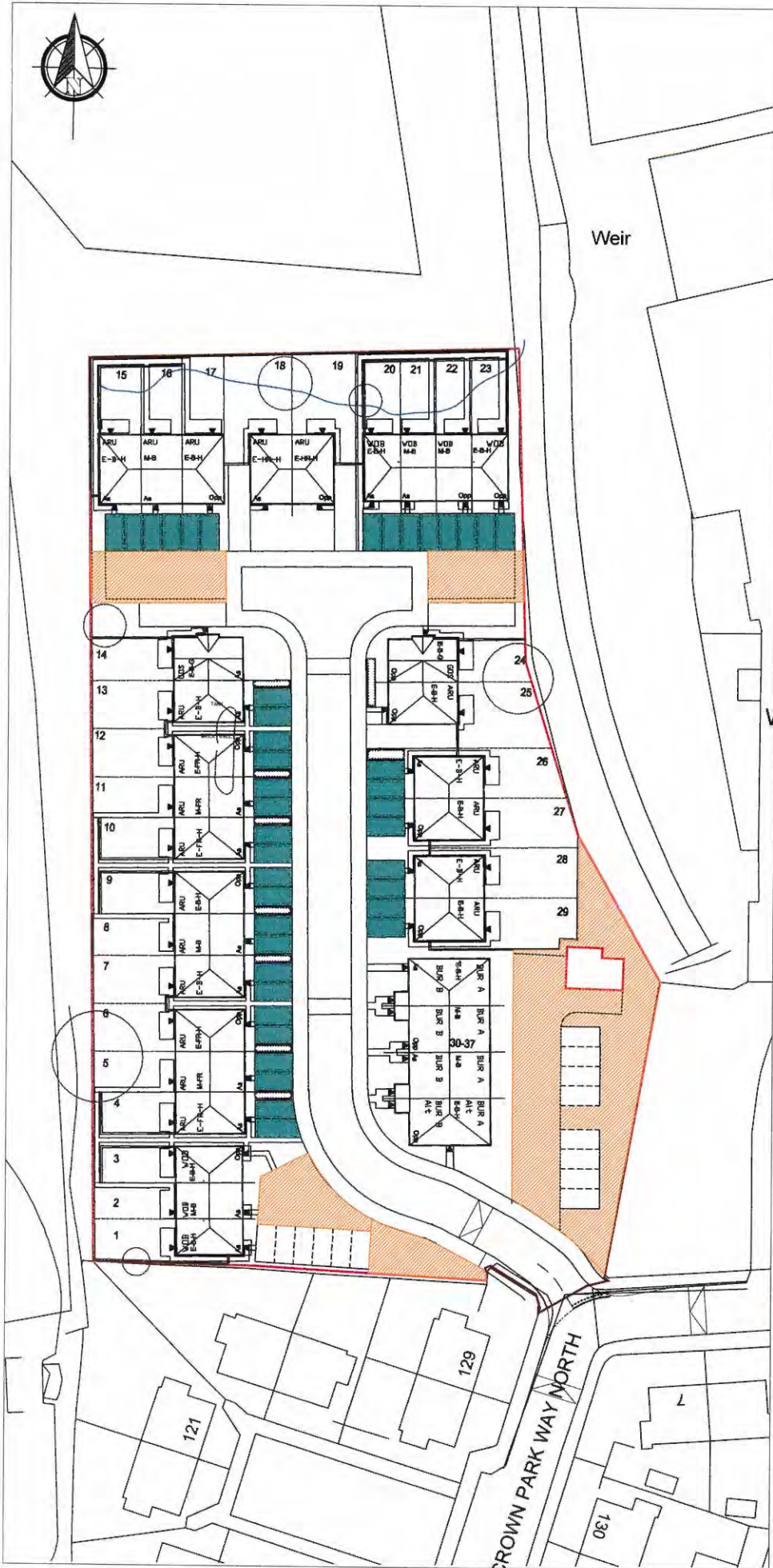
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Drawing Title: INDICATIVE COMMUNAL AREAS MANAGEMENT PLAN			
Drawn: PWS	Checked: -	Scale: 1:500@A3	Date: 15.3.2022
Job No: 1009	Drawing No: MP01	Rev: -	



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KEY

 OPEN SPACE AND PARKING AREAS TO BE MANAGED



Rev. Date. By. Description



Project:			
STATION ROAD FACIT			
Drawing Title:			
INDICATIVE COMMUNAL AREAS MANAGEMENT PLAN			
Drawn:	Checked:	Scale:	Date:
PWS	-	1:500@A3	15.3.2022
Job No:	Drawing No:	Rev:	
1009	MP01	-	