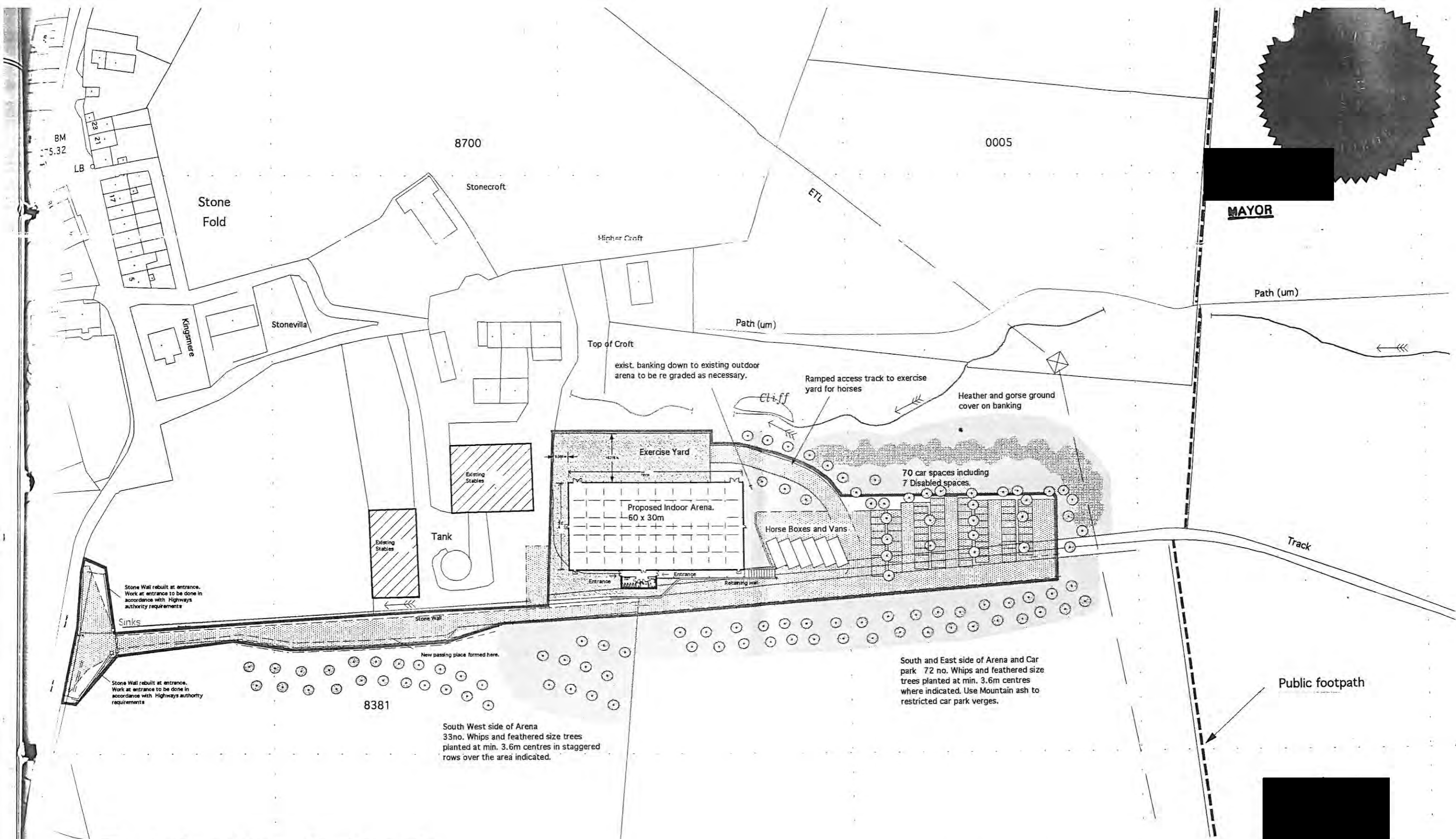


T H I S A G R E E M E N T is made the *fourteenth*
day of *September* One thousand nine hundred and
ninety-nine between ROSSENDALE BOROUGH COUNCIL of
the Town Hall Rawtenstall Rossendale Lancashire
("the Council") of the one part and KENNETH HOLDEN
AND MARGARET ELIZABETH HOLDEN both of [REDACTED]


[REDACTED]
("the Owner") of the other part


DEFINITIONS


- (i) "the Act" means the Town and Country
Planning Act 1990 as
amended
- (ii) "the Application" means the written
application made on behalf
of Mr. K. Holden and
received by the Council on
2nd July 1998 for
permission for the
Development
- (iii) "the Development" means the development of
the Property in the manner
and for the uses set out in
the plans, specifications
and particulars deposited
with the Council and
referred to in the Second
Schedule to this Agreement
- (iv) "the Permission" means the draft planning
permission contained in the

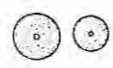


Landscape Layout : Key to proposals :


 Vehicular Access and car park to be surfaced with consolidated cement / sand / gravel chippings on base of 225mm well consolidated DOT type 1 material and using Geotextile material where necessary over soft ground. Land drains along bottom of banking areas to discharge into existing water course.


 Indicates Heather and gorse ground cover on banking with Blackthorn, Dogwood and Juniper (evergreen) shrubs to improve the visual barrier provided by the tree cover adjacent the building.

 Boundary Treatment : Note : existing grit stone boundary walls to be retained and where necessary rebuilt or repaired.



Trees : Generally : Whips and feathered size trees planted at min. 3.6m centres where indicated. Use Mountain ash to restricted car park verges. Other areas to have a mix of Sycamore, Hawthorn, Mountain Ash, White beam and Aspen with the larger trees in the centre and smaller trees such as Mountain Ash to be on the edges of the planted areas.

 Red line encloses area relating to the proposed development. The proposed indoor Arena building is on the site of the existing out door arena.

 Pale green indicates the extent of site area to receive landscape treatment. Disturbed ground to be prepared, top soil replaced then rotivated and seeded or turfed with Upland grasses.

Proposed Indoor Horse Riding Arena at Croft Top Farm, Stonefold Village, Baxenden.	Scale : 1 : 1250	IVAN WILSON ARCHITECT 4 Beechwood Avenue, Clitheroe, Lancs. BB7 1EZ Tel./ Fax : 01200 423487
PROPOSED LANDSCAPE / PLANTING LAYOUT .	October 1998 5.19 / P.04	

Third Schedule to this
Agreement

- (v) "the Plan" means the plan annexed to
this Agreement
- (vi) "the Property" means the property
described in the First
Schedule to this Agreement

WHEREAS:

- (i) The Council is the Local Planning Authority for
the purposes of the Act for the District within
which the Property is situated
- (ii) By virtue of an Agreement dated the 9th day of
September 1986 the Council is responsible for
the discharge in its area of certain functions
of the Lancashire County Council in their
capacity as Highway Authority under the Highways
Act 1980 for the area within which the Property
is situated
- (iii) The Owner is seised for an estate in fee simple
in possession of the Property
- (iv) By the Application the Owner has applied to the
Council for planning permission to carry out the
Development
- (v) The Council is of the opinion that in the event
of the Property being developed in accordance
with the Application it is desirable that the
A680 Blackburn Road/Northfield Road junction be
improved and traffic calming measures be
undertaken in Northfield Road

- (vi) The Council has no objection in principle to the Development and is prepared to approve the same subject to appropriate conditions but requires the Owner to enter into the covenants hereinafter contained in this Agreement
- (vii) The Council will grant planning permission in respect of the Application in the form of the Permission immediately following the execution and completion of this Agreement

NOW THIS DEED WITNESSETH:

1. This Agreement is made pursuant to Section 106 of the Act as substituted by the Planning and Compensation Act 1991 and to all other enabling powers statutory or otherwise
2. This Agreement is conditional upon:
 - (a) The Permission being granted by the Council for the Development and
 - (b) The implementation of the Permission by the commencement of the Development and in the event of the Development not being commenced in accordance with the provisions of Section 56 and Sections 91 to 93 of the Act so that the Permission shall lapse this Agreement shall absolutely determine and be of no effect
3. The Owner with the intent to bind himself and the Owner's successors in title hereby covenants with the Council
 - (i) that the Owner shall forthwith on executing and completing this Agreement pay to the Council the

sum of FIVE THOUSAND POUNDS (£5,000.00) which shall be held by the Council to secure due performance of this Agreement; and

(ii) that if the Council or any other public body shall within five years of the date of this Agreement commence and finish any works of improvement to the A680 Blackburn Road/Northfield Road junction and/or any works or measures designed to calm traffic on Northfield Road, Rising Bridge (hereinafter collectively referred to as "the works") the said sum of five thousand pounds paid to the Council as provided in paragraph (i) of this Clause by the Owner shall be released to the Council provided that any sums so released shall not exceed the actual total expenditure within the said period of five years on carrying out the works and in any event shall not exceed five thousand pounds

4. Nothing in this Agreement shall be construed as imposing any duty or obligation on the Council to carry out the works

5. The Council hereby covenants:

(i) that it will grant planning permission in the form of the Permission forthwith upon the execution and completion of this Agreement; and

(ii) that it will refund forthwith to the said Kenneth Holden and the said Margaret Elizabeth Holden in equal shares (whether or not either of them is then seised of the land) any part of the said sum

of five thousand pounds which has not been released in accordance with clause 3(ii) of this Agreement, together with all interest accruing on the amount thus refunded from the date of its receipt by the Council to the date of refund inclusive

(iii) in the event that the whole or part of the said sum of five thousand pounds is released to the Council in accordance with the said clause 3(ii) to pay forthwith to the said Kenneth Holden and the said Margaret Elizabeth Holden in equal shares (whether or not either of them is then seised of the land) interest on such sum or part thereof as the case may be from the date of its receipt by the Council to the date of its release inclusive

6. (i) For the purposes of clause 5 of this Agreement interest shall be simple interest at a rate equal to the Public Works Loan Board non-quota A rate prevailing on the 1st day of April last past for loans repaid by equal instalments of principal borrowings being based on a period between 5 and 10 years

(ii) Notwithstanding any other provision of this Agreement, interest if any will be paid subject to deduction of tax at the rate applying on the date of payment, for which deduction a certificate satisfying the Inland Revenue will be supplied by the Council

7. The expressions "the Council" and "the Owner" shall include their respective successors in title and

assigns

8. In this Agreement the words importing the masculine gender shall be deemed to include the feminine and the singular to include the plural and vice versa unless the contrary as to gender or number is expressly provided or unless the same is inconsistent with the context and where the expression "the Owner" comprises two or more persons, firms or companies the Owner's obligation shall be construed as joint and several

9. The obligations hereby entered into by the Owner are planning obligations for the purposes of the said Section 106 and the Local Planning Authority by whom they are enforceable is the Council

10. The Owner shall make a contribution of £151.00 towards the Council's costs for the preparation and engrossment of this Agreement and shall reimburse the Council for any disbursements to H.M. Land Registry in connection therewith

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has signed this Agreement as his Deed in the presence of the person mentioned below the day and year first before written

THE COMMON SEAL of Rossendale)
Borough Council was hereunto)
affixed in the presence of:-)

(CS)



MAYOR

No. n Seal
Registered
11/3080

SIGNED as a Deed by the said)
Kenneth Holden in the)
presence of:)

SIGNED as a Deed by the said)
Margaret Elizabeth Holden in)
the presence of:-)

FIRST SCHEDULE

The Property

Land at Croft Top Farm, off Northfield Road, Stonefold
Village, Rising Bridge, Rossendale, Lancashire which
is more particularly delineated and shown edged red on
the Plan

SECOND SCHEDULE

The Development

Proposed erection of an Indoor Riding Arena and
associated engineering works

ROSSENDALE BOROUGH COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)

PLANNING PERMISSION

PART 1 - PARTICULARS OF APPLICATION:

Application number: 14/1998/299 Date received: 2nd July 1998

Particulars and location of development:

Proposed indoor riding arena and associated engineering works.
The development may affect the setting of footpath nos 41, 42 & 43.
Croft Top Farm, Northfield Road, Rising Bridge, Accrington

Name and address of applicant: Name and address of agent:

Mr K Holden

Janet Dixon Chtd Town Planner



PART 2 PARTICULARS OF DECISION

The Rossendale Borough Council hereby give notice that in
pursuance of the provisions of the Town and Country Planning Act
1990 that PERMISSION HAS BEEN GRANTED for the carrying out of the
development referred to in Part 1 hereof in accordance with the
application and plans submitted subject to the following
conditions:-

1. The development must be begun not later than the expiration of FIVE YEARS beginning with the date of this permission.

SEE SEPARATE SHEET FOR FURTHER CONDITIONS, REASONS AND NOTES (IF ANY).

Reason:-

1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

Date

Borough Engineer and Planning Officer Stubbylee Hall, Bacup,
Lancs, OL13 ODE

(See separate page for general information and guidance on post-
decision procedures).

H
4

A

(1)

CONDITIONS, REASONS & NOTES

2. No building/none of the buildings hereby permitted shall be occupied until car parking, servicing and manoeuvring facilities within the application site have been provided, laid out and surfaced in accordance with details to be submitted to and approved by the local planning authority. Reason: In order to ensure that sufficient car parking and servicing space is provided within the application site thus ensuring that visiting vehicles are not encouraged to park on the carriageway of adjoining highways thereby causing obstruction to same.
3. No development shall take place until details of the siting and design of all screen or boundary walls, fences or other means of enclosure which form part of the development have been submitted to and approved by the local planning authority. None of the buildings hereby permitted shall be occupied until the walls, fences or other means of enclosure have been erected in accordance with the approved details. Reason: In order to enhance the setting and appearance of the proposed development, assist in the provision of a satisfactory standard of visual amenity within the locality, and to screen the development.
4. No development shall take place until there has been submitted to and approved by the local planning authority a scheme of landscaping, which shall include indications of all existing trees and hedgerows on the land, and details of any to be retained, together with measures for their protection in the course of development. Reason; In order to enhance the setting and appearance of the proposed development, to assist in the provision of a satisfactory standard of visual amenity within the locality, to screen the development, and to ensure that the amenity value afforded by existing trees/landscape features upon the site is retained.
5. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five 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, unless the local planning authority gives written consent to any variation. Reason: In order to enhance the setting and appearance of the proposed development to assist in the provision of a satisfactory standard of visual amenity within the locality, and to screen the development.

CONDITIONS, REASONS & NOTES

6. No development shall take place until samples of the proposed natural stone and roofing materials have been submitted to and approved by the local planning authority and the outer face of the building shall not be constructed other than with the approved materials. Reason: In the interests of visual amenity and in order to ensure a satisfactory degree of harmony within the development, as details in this respect have not been submitted with this proposal.
7. The building hereby approved shall not be used to provide more than 15 equestrian events prior to the completion of highway improvement works, or 25 after the completion of such works, in any 12 month period which involve both team or individual equestrian events or where prizes or points are awarded to individuals, groups or clubs. Reason: Prior to the highway improvement works being completed the highway network in the vicinity is considered to be inadequate to serve events held on a more regular basis than at present. In the interests of privacy and amenity of occupiers of neighbouring properties.

Notes

1. Note: For the avoidance of doubt it is hereby declared that this permission relates to the amended plans received by the local planning authority on 16th October, 1998.
2. NOTE: A copy of the report from the Environment Agency is attached for information and compliance.
3. NOTE: A copy of the report from North West Water is attached for information and compliance.
4. NOTE: A copy of the report of the Fire Officer is included for your information and compliance.
5. NOTE: THE PARTY WALL etc ACT 1996
If you intend to carry out building work on a wall shared with another property, or build on the boundary with a neighbouring property, or excavate near a neighbouring building you must find out whether that work falls within the scope of the Act. If it does, you must serve the statutory notice on all affected owners. An explanatory leaflet is available from the Engineering and Planning Department if required.
6. Note: The highway improvement works stated in Condition no 7 above relate to the draft proposals for highway improvement works at Blackburn Road/Northfield Road approved by the Development Control Sub Committee held on the 25 August 1999.