

DATED 4th December 2000

CHRISTOPHER JAMES TATTERSALL

and

GABRIELLE ANNE TATTERSALL

PLANNING OBLIGATION PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO LAND AT HOLDEN MILL HOUSE, GRANE ROAD,
HASLINGDEN, LANCASHIRE

LPA ref : 2000/206, 207, 208, 209, 210

PINS ref : APP/B2355/A/00 1047511, 1047512, 1047514, 1047516, 1047517

Halliwell Landau
St James's Court
Brown Street
Manchester
M2 2JF

THIS PLANNING OBLIGATION is made the 4th day of December Two thousand by **CHRISTOPHER JAMES TATTERSALL** and **GABRIELLE ANNE TATTERSALL** both of Holden Mill House, Grane Road, Haslingden, Lancashire BB4 4PL ("the Owners").

WHEREAS :-

- (1) Rossendale Borough Council of Town Hall, Rawtenstall, Rossendale BB4 7LZ ("the Council") is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 ("the Act") for the district within which the property ("the Property") known as Holden Mill House, Grane Road, Haslingden, Lancashire and described in the First Schedule hereto and shown edged red on plan 1 ("Plan 1") attached hereto is situated.
- (2) The Owners own the freehold interest in the Property which is registered at H M Land Registry under title number LA495576.
- (3) Planning permission was granted on appeal on the 23 October 1991 for the continued use of land at and adjoining Holden Mill House as a caravan site. In 1992, permission was granted for the conversion of part of the ground floor of Holden Mill House to form a new shop area and coin operated laundry area within the same floor space. 3 further planning permissions granted permission in 1997 and 1998 for the provision of a further 12, 10, and 4 caravans on additional land adjoining Holden Mill House. Also in 1997 and 1998, permission was granted for minor changes to the existing layout.
- (4) On Plan 1 that part of the Property in use as a caravan site ("the Caravan Site") is shown cross hatched purple.
- (5) On the 18 April 2000 the Owner submitted 5 applications ("the Applications") to the Council for planning permission for the development detailed in the Second Schedule hereto ("the Development"). The Applications were given reference numbers by the

Council as detailed in the Second Schedule.

- (6) The Applications were refused by the Council on 5 July 2000 and the Owners appealed to the Secretary of State for the Environment, Transport and the Regions on 28 July 2000. The 5 appeals are to be determined after a Public Local Inquiry commencing on 28 November 2000 in front of an Inspector appointed by the Secretary of State for the Environment, Transport and the Regions.
- (7) The Owners wish to enter into the planning obligation herein specified by making a Unilatéral Undertaking pursuant to Section 106 of the Act with the intention that if the Inspector appointed to determine the planning appeals grants planning permission pursuant thereto, the Council will then be able to enforce the obligation pursuant to Section 106 of the Act.
- (8) The Owners wish to establish a detailed management scheme for the Caravan Site to ensure the maintenance of hard and soft landscaping and the painting of caravans.

NOW THIS DEED WITNESSETH as follows :-

1. This Agreement is entered into by the Owners pursuant to Section 106 of the Act and all other powers so enabling.
2. The obligations created by this Deed are planning obligations for the purposes of Section 106 of the Act and shall be binding upon the Property and enforceable by the Council accordingly.
3. This Deed is conditional upon the grant of permission for the development in respect of all 5 appeals by the Inspector appointed by the Secretary of State for the Environment, Transport and the Regions to determine the appeals.
4. The Owners with the intent to bind themselves and their successors in title hereby

covenant with the Council to perform the obligations (and that the Property shall be permanently subject to the restrictions and provisions) specified in the Third Schedule hereto, such obligations being planning obligations for the purposes of Section 106 of the Act.

5. The Owners shall not be liable for any breach of the covenants contained within this Deed first occurring after they have parted with their interests in the Property or the part in respect of which such breach occurs.
6. The expression "the Owners" and "the Council" shall include their respective successors in title and assigns.
7. This planning obligation shall be registered in the Local Land Charges Register of the Council.

FIRST SCHEDULE

All that plot of land shown edged red on Plan 1 being land at Holden Mill House, Grane Road, Haslingden, Lancashire and comprising approximately 1.5 hectares.

SECOND SCHEDULE

The Owners submitted the 5 following applications for planning permission for :-

1. Deletion of Conditions 1 and 2 contained in a Decision Letter dated 23 October 1991 issued by an Inspector appointed by the Secretary of State for the Environment in relation to an appeal (Reference T/APP/C/91/B2355/609251-75 and 609543/P6) by the Owners against an Enforcement Notice issued by the Council on 3 May 1991 pursuant to the Town and Country Planning Act 1990 in respect of the Property.

LPA Ref: 2000/210

PINS Ref: APP/B2355/A/00/1047517

2. Deletion of Conditions 2 and 3 attached to the Decision Notice dated 20 July 1992 issued by the Council in respect of Planning Application 92/264.

LPA Ref: 2000/209

PINS Ref: APP/B2355/A/00/1047516

3. Deletion of Conditions 2 and 3 attached to the Decision Notice dated 2 July 1997 issued by the Council in respect of Planning Application 96/492.

LPA Ref: 2000/206

PINS Ref: APP/B2355/A/00/1047511

4. Deletion of Conditions 2 and 3 attached to the Decision Notice dated 2 July 1997 issued by the Council in respect of Planning Application 96/491.

LPA Ref: 2000/208

PINS Ref: APP/B2355/A/00/1047514

5. Deletion of Conditions 2 and 3 attached to the Decision Notice dated 7 October 1998 issued by the Council in respect of Planning Application 14/1998/308.

LPA Ref: 2000/207

PINS Ref: APP/B2355/A/00/1047512

THIRD SCHEDULE

The Owners covenant with the Council that:

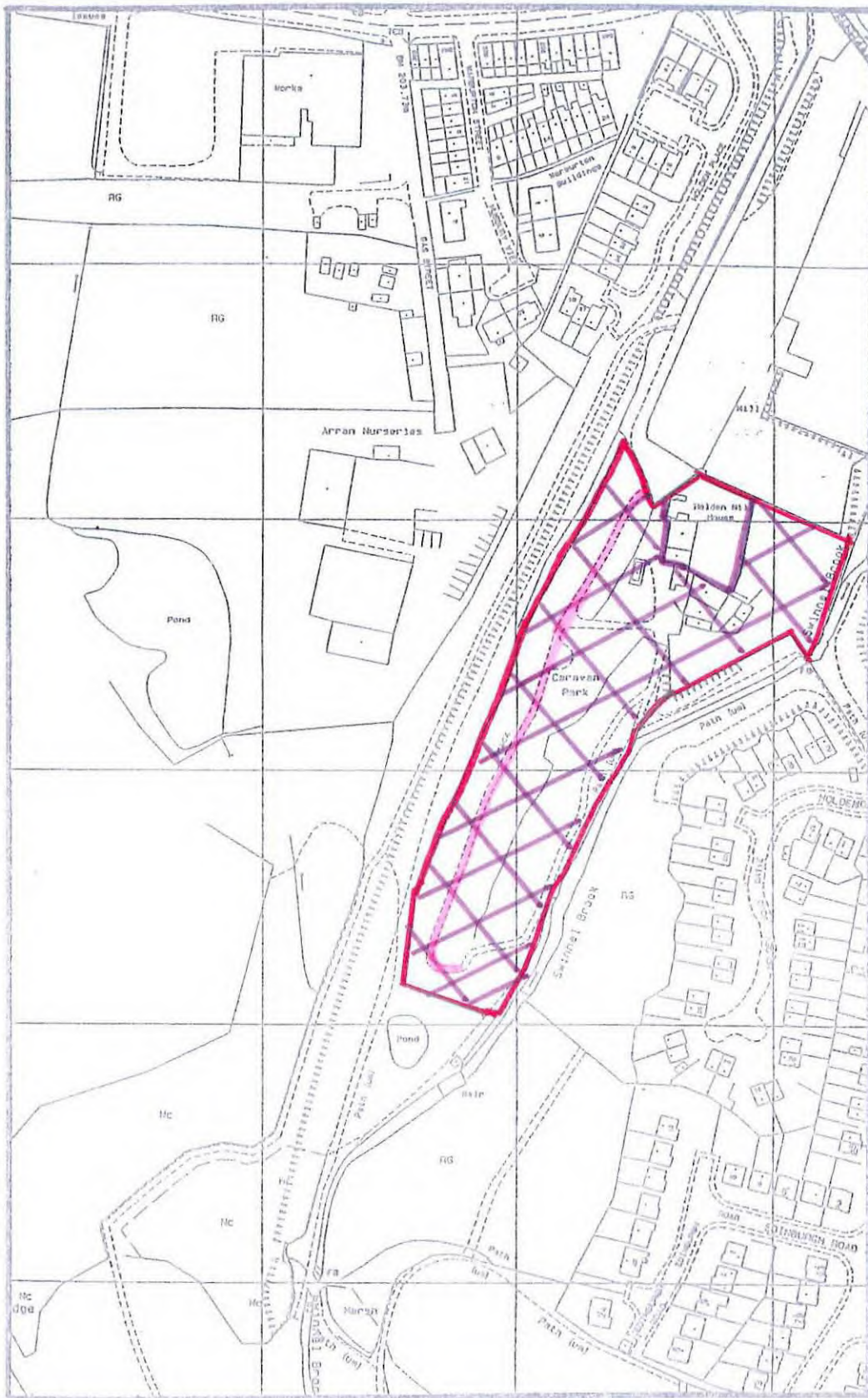
1. Provided there is a minimum of one caravan on the Caravan Site, they undertake to maintain and manage the Caravan Site in accordance with the details shown in the

document prepared by James Blake Associates entitled "Management Plan - Grounds of Caravan Site at Holden Mill House" attached hereto as Appendix 1.

2. They undertake not to sell or transfer ownership of the Caravan Site or Holden Mill House separate from each other.
3. They will prepare and maintain throughout the operation of the Caravan Site a record ("the Record") of its management which will contain the following information:
 - i) Dates of 7 annual weeding sessions per growing season.
 - ii) Dates of 4 annual spraying sessions of herbicide treatment.
 - iii) Dates of grass cutting.
 - iv) Dates of watering sessions between April and September annually.
 - v) Dates of application of turf fertilizer, selective weedkiller and moss retardant in May and September annually.
 - vi) Dates of weekly sweeping of hard surfaces.
 - vii) Dates of application of fertilizer to trees and shrubs in May and September annually.
 - viii) Dates of re-staining of fences every 2 years.
 - ix) Dates of monthly inspection of fencing and summary of inspection conclusions.
 - x) Dates of monthly inspection of street furniture and summary of inspection conclusion.
 - xi) Dates of monthly external inspection of caravans and summary of inspection conclusion.
 - xii) Dates of weekly inspection of play equipment and summary of inspection conclusions.
 - xiii) Dates of re-painting of all caravans every 3 years.
 - xiv) Dates of inspection by a fully qualified arboriculturist every 5 years.
4. They undertake to make the Record available for inspection by the Council when so

requested.

5. The Owners or a Site Manager employed by them to manage the Caravan Site shall be permanently resident either in Holden Mill House or on the Caravan Site provided there is a minimum of one caravan on the Caravan Site.
6. No vehicles shall be parked on that part of the Caravan Site shown coloured pink on Plan 1.




657
RAT

Plan 1

Scale 1:2500

↑
North

 Appeals site

 Caravan Site

'Crown copyright reserved'

APPENDIX 1

JAMES BLAKE ASSOCIATES

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Chartered Landscape Architects

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MANAGEMENT PLAN – GROUNDS OF CARAVAN SITE HOLDEN MILL HOUSE, OFF GRANE ROAD, HASLINGDEN – REVISED 28th NOVEMBER 2000.

MANAGEMENT GENERALLY.

The following management clauses relate to the annual management of the caravan site, within the area shown cross-hatched purple on Plan 1 (but not including the private garden to Holden Mill House), in any one 12-month period.

1.0 MANAGEMENT AIMS AND OBJECTIVES

1.1 AIMS

- 1.1.1 To provide a long term strategic overview that will ensure that this management plan is reviewed and modified to suit changes in site conditions, and that the site vegetation is reviewed in respect of the potential for growth and the requirement for space.
- 1.1.2 To ensure sustainable management of trees in terms of periodic inspection, felling, surgery and replacement planting.
- 1.1.3 To ensure the sustainable management of open areas in terms of existing trees and shrubs, and grass areas.
- 1.1.4 To maintain hard landscape items, such as play equipment, fencing and paving, in good repair, safe condition and in a clean condition.
- 1.1.5 To ensure repainting of caravans.

1.2 OBJECTIVES

- 1.2.1 To provide an annual review of the regimes and works to ensure that they are still relevant to the landscape components, making modifications and as necessary. To ensure that there is an inspection by a suitably qualified arboriculturalist to assess the surgery and

management requirements of trees once every 5 years. The contents of the arboriculturalist report shall action changes to the management regimes and surgery work, as appropriate, to be carried out subject to the arboriculturalist's inspection and approval.

- 1.2.2 To replace tree planting for any trees that die or become sick or are removed. This applies throughout the site, to ensure that a mixed age class is achieved and that trees are able to reach their mature size and natural shape within the site as a whole. NB. Trees shall not be planted outside the requirements of British Gas in terms of the proximity of trees to their high-pressure gas main.
- 1.2.3 At two year intervals, control shrubs by pruning, coppicing or re-shaping to prevent encroachment onto hard surfaces and (where such shrubs have become old and lost vigour) to allow for replacement planting. Pruning of existing shrubs and hedges and the mowing of grass areas, sweeping, tidying, repairs, renewals and ancillary works as set out in the clauses below.
- 1.2.4 To ensure the safe use of play equipment by the children of residents through regular inspection, repair and safeguarding of children through the decommissioning of any defective items of play equipment.
- 1.2.5 Regular attention to the cleanliness and repair of hard landscape elements such as paving and fencing.

1. SPECIFIC MANAGEMENT PROVISION

2.1 Long Term Management Considerations For Caravan Site.

2.1.1 CUTTING BACK SHRUBS & REPLACEMENT.

Cut back any shrubs where they have become old, misshapen and lost their vigour. Replace such shrubs that are lost, damaged, or become sick or weak from senescence, vandalism, theft, disease, drought, inclement or stormy weather, fungal or other pathogenic attack, chemical spillage or other adverse cause. Replace such shrubs with the same or similar species on

a one for one basis. Nursery stock shall be container grown and shall be a minimum stock size of 3 litre pot to Horticultural Trade Association classifications of stock size, quality and number of brakes. Chip all arisings and bag up any accumulations and cart off site.

2.1.2 REPLACEMENT TREES.

Any tree that dies or is necessarily felled as a result of senescence, storm damage, mechanical damage, fungal decay or any other adverse circumstance (unless for reasons of thinning) shall be replaced by a tree of the same species or similar species, as required and instructed following consultation with the Council's Borough Engineer and Planning Officer or other employee for the time being exercising all or any of the functions presently exercised by the Borough Engineer and Planning Officer. This is to allow some flexibility and to avoid problems encountered with 'Same Tree Disease' to ensure a sustainable tree cover in the interests of visual amenity. Allow for sufficient watering and fertiliser to ensure satisfactory establishment. Chip all arisings and bag up any accumulations and cart away.

2.1.3 PERIODIC INSPECTION AND SURGERY WORKS

A fully qualified arboriculturalist shall inspect the site once every 5 years who shall report on the felling, surgery and management works required (to include suggested replacement planting) to all trees and structural shrubbery on the site. From the report, a schedule of the required works shall be prepared. Such works that are required shall be carried out within 8 months of the date of the report, at a suitable time of year, avoiding nesting birds and any other issue that might relate to the requirements of the Wildlife and Countryside Act 1981. Such works shall be subject to inspection and agreement by the arboriculturalist. The report may require management operations and regimes to be varied. Such changes that are made to accord with recommendations made in the arboriculturalist's report, shall be subject to comment by the arboriculturalist, who shall be satisfied that such changes are correct before such changes should be implemented. All brushwood and logs that result from surgery to trees on site shall be carted off site. Brushwood may be chipped on site, but all wood chippings resulting from these operations shall generally be raked up, bagged and removed.

2.2 General Maintenance Clauses For

Caravan Site - Requiring Annual Works.

2.2.1 WEEDING PLANTED AREAS

Seven weeding sessions are required per growing season to remove all weed growth by hand as necessary to ensure weed free and tidy planting beds. Take great care not to disturb bark and sheet mulch. All weeds shall be removed from the site. Seven visits are required per growing season. Weeds shall be forked out including roots, (not just pulled), taking special care to remove all roots of rhizominous weeds, such as Couch Grass and Bind Weed. Visits should occur approximately monthly during the growing season, subject to weather conditions, from April to October. All arisings shall be carted away to tip or composted, first ensuring that all rhizominous weeds are separated and burnt or appropriately tipped.

2.2.2 SPOT HERBICIDING PLANTED AREAS

Persistent perennial weeds shall be controlled using a suitable folia-acting systemic translocated herbicide applied strictly in accordance with the manufacturers instructions, as required and at intervals to ensure no regeneration of weed. Any herbicide treatment shall comply with the 1986 Control of Pesticide Regulations and 1994 COSHH regulations and COSHH sheet. Spraying shall be carried out by a qualified and skilled operative, and shall not be undertaken in windy conditions. Four spraying sessions per growing season are required per growing season, late March, late June, mid August and mid October. The timing of visits may vary according to weather conditions, but should occur at approximately 6-week intervals.

2.2.3 WATERING.

(i) Shrubs and Trees.

Water all shrubs and trees during dry periods (being any period without substantial rainfall for 14 days or more). Water to the rates given as follows:- Water where necessary all shrubs at a rate of 30 litres per m² and water all trees at 30 litres per tree position. Apply water at a frequency of once per week from April to the end of September, to a maximum of 26 visits.

(ii) Turf/ Seeded Areas.

Water grass in continuous periods of drought (no rain within 30 days), where it appears to be going brown and suffering from drought stress. Water from June to August, inclusive.

2.2.5 GRASS CUTTING

Mow grass areas as follows:-

(i) General Amenity Areas:-

Mow to height of 20-25mm, at 14 day intervals throughout the growing season, and allow 14 cuts in total. Remove grass cuttings from site from May to August. Strim edges and mowing margins. Roll grass in April, June and August. Apply in strict accordance with manufacturer's instructions turf fertilizer, selective weed killer and moss retardant in May and September.

(ii) Cut Meadow and Herbaceous Verges:-

Strim grass areas and verges to a height of 75mm, once in late August, once again in Mid October. Rake off all cut material at once, except for the August cut, which must be left to dry (for a maximum of 3 days) after cutting to set the seed, then remove from site to prevent rotting and soil enrichment. Ensure that brushwood is protected from strimming with strim guards. Cart away all arisings to compost heap or appropriate tip.

2.2.6 SHRUBS, TREES & TIDYING BEDS

Remove all litter and debris weekly, leaving the site clean and tidy. Firm in and straighten any plants loosened and prune out dead, leggy and broken branches, without damage to natural habit of plant. Tree stakes and ties shall be checked, adjusted and replaced as necessary. All trees and shrubs shall be fertilised using an approved slow release granular feed (N10:P15:P10) at a rate of 60g/ m² during early May and late September.

2.2.7 PRUNING SHRUBS AND TREES

Prune back shrubs in the period October to March in accordance with sound horticultural practices, pruning back to a node, shoot or bud. Do not box clip or round off shrubs. Prune individual stems in such a way that the shrub does not lose its natural habit and appearance. Prune out crossover branches, invasive suckers, dead wood, damaged stems, any spindly growths and any epicormic growth that will weaken the plant. Prune back Rosaceous and quick growing plants much harder than other species, but prune back by no more than 30% in any one year. Prune Cornus varieties back to 200mm

above ground every 3rd year, but retaining any young growths. Reduce Ivy growth only where it has started to constrict growth and cause dye-back to host tree/ hedge by cutting twice through main stems. Prune back any diseased or rotten wood (including the removal of main stems and limbs) back to sound wood. Remove all stems and limbs, which are unsafe or are in danger of falling or breaking up during gales. Prune hedges once annually to thicken, facing up both sides and topping out. Prune existing brush every 5 years to prevent leggy growth and die back. Remove all cut material from site and cart away to tip.

2.2.8 SWEEPING HARD SURFACES

Sweep all hard surfaces weekly to keep clean of debris, leaves, litter, dogs mess and so on, carting all arisings to tip. Increase sweeping frequency during the autumn, October 15th to November 30th to take account of annual leaf fall. Increase frequency during snowy weather. Increase frequency also during the spring, when there can be a build up of catkins and chaff from trees newly in leaf.

2.2.9 REPAIR AND/ OR RENEW FENCING

Inspect fencing monthly. If necessary within 7 days; repair and renew fencing, straightening and re-setting posts (into concrete footings 450 x 450 x 750mm using C: 20:P mix concrete), replacing damaged posts; re-tension wires, incorporating winders where applicable; replace any damaged or worn out timber panels, boards or pales as appropriate, fixings with galvanised nails or non-rusting screws, as appropriate. All timber to match that existing, in terms of colour and grade. Re-stain fences once every 2 years with preservative stain, or re-paint as necessary, all in accordance with the manufacturer's instructions and all to match the finish existing. Apply all paints and stains in accordance with the COSHH regulations 1994 and product COSHH sheet. All graffiti shall be removed and fencing made good within 14 days.

2.2.10 STREET FURNITURE

Inspect street furniture monthly taking great care to inspect posts, footings, and fixings and paint work. Check that posts are upright and firm and that footings are intact. Ensure that paint work is complete and that there is no signs of rust. Ensure that all fixings are secure and in good repair. Any defect shall be carefully recorded and repaired within 7 days.

2.2.11 REPAINTING GENERALLY

Repaint all caravans every 3 years in dark green paint. Paint work shall be to a proper and workmanlike standard, in terms of both workmanship and materials, with paint conforming to BS 14C 39. Apply all paint in accordance with the relevant British Standard, COSHH regulations 1994 and product COSHH sheet, and to the manufacturer's instructions. Inspect all caravans every month and touch up flakes and damaged paint work where necessary within 7 days.

2.2.12 PLAY EQUIPMENT AND INSPECTIONS

Arrange for a weekly inspection of the play area and its equipment taking great care to inspect fixings, joints, chains, links and any moving parts for rust, corrosion, wear, strain, damage, or any other defect. All moving parts shall be adequately lubricated. Painted or stained surfaces (or other surface treatment) shall be closely inspected, and any damage, abrasion or fading made good with matching treatment, applied strictly in accordance with the manufacturers instructions. All graffiti shall be removed and surfaces made good if necessary. Play equipment shall be cleaned removing dirt and grime from handrails and surfaces. Surfaces and surrounds shall be inspected carefully for glass, tins and any other sharp object, which shall be removed, along with all litter and debris. All repairs must be carried out in strict accordance of the play equipment manufacturer's specifications. If the defect is anything more than superficial decoration, then the item shall be decommissioned or removed at once, to ensure that the item cannot be used in a dangerous state.

2.2.13 REPLACEMENT

ALL AREAS OF PLANTING

Replace within 7 days any plants that fail or become sick or substantially damaged. Include any plants, which are destroyed by vandalism, theft or similar cause. Shrubs and trees so replaced shall be the same as those specified, previously supplied and approved.

IN WITNESS WHEREOF the Owners have executed this Deed the day and year first before written.

EXECUTED AS A DEED by)
CHRISTOPHER JAMES TATTERSALL)
in the presence of :)

EXECUTED AS A DEED by
GABRIELLE ANNE TATTERSALL
in the presence of :