Outline planning permission

Name and address of applicant
G N Properties
C/o Northern Transport Planning
Suite 7
Vincent House
136 Westgate
Wakefield
West Yorkshire
WF2 9SR

Name and address of agent (If any)
Mr Andrew Kirby
Northern Transport Planning
Suite 7
Vincent House
136 Westgate
Wakefield
West Yorkshire
WF2 9SR

Part I - Particulars of application:

Date of application: 30 June 2008
Application No: 11/08/0355

Particulars and location of development:

Outline application: Employment development B1, B2 and B8 uses (Resubmission 11/07/0350)

Land south of the former Huneoat Power Station off Lowergate Road Huneoat Accrington

Part II - Particulars of decision:

The HYNDBURN BOROUGH COUNCIL

hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1990 that outline planning permission has been granted for the carrying out of the development referred to in Part I hereof in accordance with the application and plans submitted, subject to the conditions and reasons set out below:

1. Before any development is commenced written approval shall be obtained from the local planning authority in respect of the reserved matters, namely, the layout, scale, appearance of the development and landscaping of the site. The development shall be implemented in accordance with the approved details.

Reason: The application is submitted in outline only and does not contain complete details of the proposed development and having regard to Article 3 of the Town and Country Planning (General Development Procedure) Order 1995.

2. Application for approval of reserved matters must be made not later than the expiration of three years beginning on the date of this permission and the development must be begun not later than the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last such matters to be approved.

Reason: Required to be imposed pursuant to Section 92 (as amended) of the Town and

3 The development hereby permitted shall not be carried out otherwise than in strict accordance with the submitted details and any subsequently approved reserved matters.

Reason: For the avoidance of doubt and to define the permission.

4 The details submitted in pursuance of condition 2 of this consent shall include existing and proposed levels across the site including finished slab levels of all proposed buildings and finished levels of all landscaped areas, roads and footpaths.

Reason: No details of these matters have been submitted with the application and bearing in mind the topography of the site and in accordance with Policy E10 of the Hyndburn Borough Local Plan.

5 As part of any reserved matters application made in association with this approval an overall Master Plan shall be submitted for the development of the site for the approval of the local planning authority. The Master Plan shall show the proposed layout of the site including internal roads, pedestrian and cycle links, including the retention of existing footpaths, the location of buildings, car parks, motorcycle and bicycle stores, the retention and improvement of existing walls and hedges, the proposed landscaped areas and any other landscape features. The plan shall identify the proposed phasing of the development and the site shall only be developed in accordance with the approved Master Plan unless otherwise approved in writing by the local planning authority.

Reason: To assure a holistic approach to the design and realisation of the development site and to demonstrate accordance with the submitted Environmental Statement and Policy E10 of the Hyndburn Borough Local Plan.

6 As part of the required Master Plan a satisfactory programmed landscaping scheme covering the whole of the application site shall be submitted to and approved in writing by the local planning authority. The approved scheme shall be implemented to the satisfaction of the local authority to an approved schedule of works submitted with the landscaping proposals. Any tree or shrub planted which dies or is felled, uprooted, wilfully damaged or destroyed in the first five year period commencing with the date of planting shall be replaced by the applicants or their successors in title.

In particular the scheme shall accord with the general extent of landscaping and mitigation identified in the indicative masterplan submitted with this application and shall specifically identify comprehensive marginal and internal landscaping as well as a substantial belt of mixed indigenous tree and shrub planting at existing ground levels along the southern boundary of the site of not less than 12m in depth and of varieties which should be expected to achieve heights of not less than 12 - 18m by year 15 of the developments life cycle.

In addition landscaping shall identify a comprehensive scheme for the land adjacent to Lowergate Road, hatched yellow on the approved plan, identifying publicly accessible open space, the treatment and repair of the existing wall lined blue on the approved plan and pedestrian accesses from Lowergate Road.
Reason: To ensure a satisfactory form of development and to enhance the visual amenities of the locality, and in order to comply with the submitted Environmental Statement and Policies E10 and S1 of the Hyndburn Borough Local Plan.

7

As part of any reserved matters application made in association with the proposals hereby approved a noise impact assessment of the potential impact of the development shall be undertaken by an appropriately qualified person. The assessment shall be submitted to the local planning authority for consideration. If noise attenuation measures are considered by the local planning authority to be necessary the measures shall be installed before the relevant part of the development is first brought into use and the measures shall be retained thereafter.

Reason: In order to protect the residential amenity of the occupiers of nearby residential development and to comply with Policy E10 of the Hyndburn Borough Local Plan.

8

As part of any reserved matters application made in association with the proposal hereby approved an air quality impact assessment of the potential impact of the development shall be undertaken by an appropriately qualified person. The assessment shall be submitted to the local planning authority for consideration. If mitigation measures are considered by the local planning authority to be necessary the measures shall be installed before the relevant part of the development is first brought into use and the measures shall be retained thereafter.

Reason: In order to protect the residential amenity of occupiers of nearby residential development and to comply with Policy E10 of the Hyndburn Borough Local Plan.

9

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 the only vehicular access to the site (other than any emergency access) shall be from "Premier Drive" and there shall be no vehicular access to the site from Lowergate Road or Altham Lane.

Reason: In the interests of highway safety and the residential amenity of occupiers of nearby residential properties and to comply with Policy E10 of the Hyndburn Borough Local Plan.

10

No works shall take place on site until the applicant, or their agent or successors in title, has secured the implementation of a programme of site investigation and archeological work. This shall be carried out in accordance with a written scheme of investigation, which shall first have been submitted to, and agreed in writing by the local planning authority.

Reason: To ensure and safeguard the recording and inspection of matters of archaeological importance associated with the site.

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Any forthcoming reserved matters application made in association with this approval shall be accompanied by an appropriately robust Travel Plan, with verifiable aims and outcomes, demonstrating how the existing accessibility of the site can be fully utilised and improved through increased services, publicity, ticketing incentives and other appropriate measures. Furthermore the plan shall instigate a clear system of ongoing monitoring and evaluation which can assess the value of the plan over time.
Reason: To ensure acceptable travel patterns to and from the development and to promote the ongoing sustainability of the development.

Any forthcoming reserved matters application made in association with this approval shall include full details of specific provision for bats and should identify the installation of bat boxes in the building design as per paragraph 8.6.7 of the Environmental Statement submitted with this application.

Reason: To promote biodiversity within the site and to secure the ongoing provision of a range of habitats particularly for protected species.

No development approved by this permission shall be commenced until a scheme to mitigate for the loss of the ditch habitat to the eastern edge of the site has been submitted to and approved in writing by the local planning authority. The approved scheme shall be completed in accordance with the approved plans in accordance with a scheme of phasing submitted as part of the Master Plan.

Reason: To ensure that the proposed development does not unacceptably reduce the habitat value of the site.

No development approved by this permission shall be commenced until a scheme for the provision and implementation, of a surface water regulation system has been approved by the local planning authority. The scheme shall demonstrate a comprehensive SUDS approach including full consideration of methods to limit hard surfacing, using permeable surfaces, and green roofs. The approved scheme shall be implemented in accordance with the scheme of phasing set out in the approved Master Plan.

Reason: To reduce the increased risk of flooding.

Any forthcoming reserved matters application made in association with this approval, and including the preparation of the Master Plan, shall give full consideration to the provision of public art within the scheme.

Reason: To support and enhance the cultural amenities of the Borough and to accord with Policy E10 of the Hyndburn Borough Local Plan.

Prior to the commencement of the development hereby approved the developer shall submit an Energy Strategy for the site for the approval of the local planning authority. The strategy shall demonstrate how at least 10% of the predicted energy requirements of the development will be provided by on-site renewable energy sources. The development shall be implemented in accordance with the approved Energy Strategy.

Reason: In order to ensure that a proportion of the energy needs of the development is provided by on-site renewables in order to comply with government policy on renewable energy.

The working hours during the construction period of the development shall be confined to the period from 07.30 hours to 18.00 hours Mondays to Fridays and 08.00 hours to 13.00 hours on Saturdays only. No construction work shall take place on
Sundays or Public Holidays.

Reason: To protect the residential amenities of the occupiers of the adjacent properties.

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Unless otherwise approved in writing by the local planning authority not more than 25% of the total developable plot area of the site shall be used for developments within Class B8 of the Town and Country Planning (Use Classes) Order 1987. Not more than 15% of the total developable plot area of the site shall be used for developments within Class B1(a) of the Town and Country Planning (Use Classes) Order 1987.

Reason: In order to ensure that the development of this site provides an appropriate number of employment opportunities in order to ensure the most effective use of allocated employment sites and to comply with Policy II of the Hyndburn Borough Local Plan. In order to ensure an appropriate level of B1(a) uses on the site in line with the general sequential approach to the provision sites for B1 uses.

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No sizeable steep sided excavations shall be undertaken on site without proper consideration for the provision of acceptable escape routes for animals which may become trapped. All such excavations shall be undertaken in accordance with paragraph 8.6.8 of the Environmental Statement submitted with this application.

Furthermore no operational development, removal of vegetation or other such works which could potentially impact upon birds shall be undertaken on site between February 29th and September 30th in any year without the submission of a breeding bird survey undertaken by a suitably experienced ecologist immediately prior to the commencement of any such works and subsequent written approval from the local planning authority.

Reason: To secure acceptable working conditions and practices on site with particular regard to the safety and proper treatment of protected animals.

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As part of any reserved matters application made in association with this approval the applicant shall clearly demonstrate that any resultant visual impacts caused by the proposed height, design and colouration of buildings and structures proposed shall be adequately mitigated by appropriately sized, located and maintained landscaping as set out in the Environmental Statement submitted with this application.

Reason: In the interests of visual amenity and in order to achieve the landscape mitigation measures as set out in the Environmental Statement.

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No buildings, structures, plant, machinery, car parking or loading areas shall be located in the area of land hatched in green on the approved Masterplan immediately in front of the properties known as Grime Row. No buildings, structures, plant or machinery in excess of 9m high shall be erected within the area hatched blue on the approved plan.

Reason: In order to preserve the residential and visual amenities of the neighbouring residential properties and to comply with Policy E10 of the Hyndburn Borough Local Plan.
Prior to the commencement of development hereby approved the applicant, or his/her successors in title, shall submit an Employment Strategy detailing that all jobs generated on site shall be advertised locally within the Accrington and Hyndburn area by all reasonable means, as well as through the Job Centre Plus and the local press. The strategy shall contain clear methods for the advertising of available jobs, targets pursuant to the employment of local people and creation of training schemes as required and shall incorporate reporting requirements and appropriate targets. The submitted strategy shall be approved in writing by and implemented to the satisfaction of the local planning authority.

Reason: In order to accord with the strategic intentions outlined in the Economic Strategy for Pennine Lancashire

Informative Note(s)

1 This planning permission is granted in strict accordance with the approved plans. It should be noted however that:

(a) Any variation from the approved plans following commencement of the development, irrespective of the degree of variation, will constitute unauthorised development and may be liable to enforcement action.
(b) You or your agent or any other person responsible for implementing this permission should inform Development Control immediately of any proposed variation from the approved plans and ask to be advised as to the best method to resolve the matter. Most proposals for variation to the approved plans will require the submission of a new planning application.

2 This consent is granted subject to conditions and it is the owner and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond.

If there is a condition that requires work to be carried out or details to be approved prior to the commencement of the development this is called a "condition precedent". The following should be noted with regards to conditions precedent:

(a) If a condition precedent is not complied with, the whole of the development will be unauthorised and you may be liable to enforcement action.
(b) In addition if a condition precedent is breached, the development is unauthorised and the only way to rectify the development is the submission of a new application. If any other type of condition is breached then you will be liable to a breach of condition notice.

3 REASONS FOR APPROVAL OF THE APPLICATION: The proposal does not conflict significantly with the provisions of the development plan and in particular is satisfactory in terms of Policy 11, 12, TR1 and E10 of the Hyndburn Borough Local Plan. Although the proposal results in some inappropriate development within the Green Belt the applicant has clearly demonstrated that very special circumstances exist sufficient to set aside the Green Belt Policy. Consequently the proposal is considered to be satisfactory in terms of Policy S1. The Mitigation measures set out in the Environmental Statement are satisfactory and there are no other material
considerations which weigh sufficiently against the proposal.

Notes

1. If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment in accordance with section 78(1) of the Town and Country Planning Act 1990 within six months of the date of this notice. (Appeals must be made on a form which is obtainable from the Planning Inspectorate Temple Quay House 2 The Square Temple Quay Bristol BS1 6PN.) The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the condition imposed by him, having regard to the statutory requirements (a), to the provisions of the development order, and to any directions given under the order. He does not in practice refuse to entertain appeals solely because the decision of the local planning authority was based on a direction given by him.

2. If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State, the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and can not be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council of the county borough or county district in which the land is situated a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part VII of the Town and Country Planning Act 1990.

3. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in section 114 of the Town and Country Planning Act 1990.

(a) The statutory requirements are those set out in section 79(6) of the Town and Country Planning Act 1990, namely sections 70(1) and 72(1) of the Act.

Date 8 September 2009

[Signature]

S Prideaux
CHIEF PLANNING AND TRANSPORTATION OFFICER

Planning
Scaultcliffs House
Ormerod Street
Accrington
Lancashire
BB5 0PF

Note: This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, byelaw, order or regulation.
HYNDBURN BOROUGH COUNCIL

And

JOHN LEITHERD

And

DAVID LEITHERD

Planning Obligations created pursuant to the
Town and Country Planning Act 1990
Section 106 (as amended)

LAND AT LOWERRGATE HUNCOAT ACCRINGTON

Hyndburn Borough Council
Scaitcliffe House
Ormerod Street
Accrington
BB5 0PF
THIS AGREEMENT is made the 2009

BETWEEN

1. HYNDBURN BOROUGH COUNCIL of Scaitcliffe House, Ormerod Street, Accrington, Lancashire BB5 0PF and;

2. JOHN LEITHERD of Green Nook Farm, Mill Hill Lane, Hapton, Burnley, Lancashire and;

3. DAVID LEITHERD of Woodside Barn, Mill Hill Lane Hapton, Burnley Lancashire.

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement the following words and expressions shall where the context so requires or admits have the respective meanings hereby attributed to them

"the Council" means the aforementioned Hyndburn Borough Council.

"the Landowners" means the aforementioned John Leitherd and the aforementioned David Leitherd and any person deriving an interest in or title to the Application Site or any part thereof through or under either or both of them and any person deriving an interest in or title to the Blue Land or any part thereof, through or under either or both of them

"the Plan" means the plan attached as Schedule 1 to this Agreement

"the Application Site" means the land at Lowergate Huncoat Accrington situated to the south of the site of the former Huncoat Power Station as shown edged red on the Plan.

"the Draft Landscaping Scheme" means the Draft Landscaping Scheme attached as Schedule 2 to this Agreement

"the Approved Landscaping Scheme" means a Landscaping Scheme approved by the Council pursuant to clause 5.1.2
“the Blue Land” means the land situated to the west of the Application Site as shown edged blue on the Plan.

“the Yellow Land” means the land adjacent to the Application Site as shown edged yellow on the Plan

“the Act” means the Town and Country Planning Act 1990 and any statute amending consolidating or replacing it for the time being in force

“the Planning Application” means the Outline Planning Application lodged with the Council by GN Properties on the 30th June 2008 for permission to carry out employment development within use classes B1, B2 and B8 (as defined by the Town and Country Planning (Use Classes) Order 1987 (as amended)) on the Application Site and which has been allocated reference number 11/08.0355.

“the Planning Permission” means the Outline Planning Permission (including the plans and particulars relating thereto together with any reserved matters consent) to be issued by the Council pursuant to the Planning Application following the completion of this Agreement.

“the Development” means the proposed development (as defined by Section 55 of the Act) referred to in the Planning Permission.

“the Commencement of the Development” means the date on which the Development is initiated by the carrying out of a material operation as defined in Section 56 (4) of the Act other than operations in connection with ground and other site investigations site clearance demolition.
archaeological investigation, investigation for the purposes of assessing contamination, diversion and laying of services and the erection of means of enclosure for the purposes of site security and/or the display of advertisements.

"the Planning Obligations" means the covenants on the part of the Landowners contained in clause 5 of this Agreement

1.2 Words importing the singular shall be construed where appropriate as importing the plural and vice versa and words importing the masculine shall be construed where appropriate as importing the feminine and vice-versa

1.3 Words denoting natural persons shall include corporations and firms and shall be construed interchangeably in that manner as appropriate

1.4 The headings in this Agreement are for reference purposes only and shall not be deemed to be any indication of the clauses to which they each relate

1.5 Any reference in this Agreement to a clause or sub clause or schedule shall unless stated to the contrary be construed as a reference to a clause or sub clause or schedule of this Agreement

1.6 Any reference in this Agreement to a statute shall where the context so demands include a reference to any regulations orders byelaws or other subordinate legislation made under such statute and shall unless expressly stated to the contrary include any statutory extension modification or re-enactment of that statute or any subordinate legislation made thereunder

2. RECITALS

2.1 The Council is the local planning authority for the purposes of the Act in the area in which the Application Site and the Blue Land and the Yellow Land are situated
2.2 On the 30th June 2008 GN Properties lodged the Planning Application in respect of the Application Site

2.3 Upon having regard to the provisions of the development plan and to all material considerations the Council has resolved to confer delegated authority on its Chief Planning and Transportation Officer to approve the Planning Permission following the completion of this Agreement.

NOW THIS AGREEMENT WITNESSETH as follows

3. STATUTORY POWERS
3.1 This Agreement is entered into by the Council pursuant to section 106 of the Act and all other powers enabling and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the Planning Obligations.

4. STATUTORY REQUIREMENTS
4.1 The Planning Obligations are Planning Obligations for the purposes of section 106 of the Act and are enforceable as such by the Council.

4.2 The Planning Obligations will be entered into by the Landowners whose interest in the Application Site and the Blue Land comprises freehold interests registered at the Land Registry under Title Numbers LA559643, LA559716 and LA 852707.

4.3 The Yellow Land is vested in the Council.

5. THE PLANNING OBLIGATIONS

5.1 The Landowners with intent to bind each and every interest in the Application Site and the Blue Land which they now possess hereby jointly and severally covenant with the Council that subject to sub clauses 5.3, 5.4 and clause 8 that they will:

5.1.1 Pay to the Council the sum of £239,850 (two hundred and thirty nine thousand eight hundred and fifty pounds) in the following manner;
(i) the sum of £108,000 (One Hundred and Eight Thousand Pounds) within 28 days following the Commencement of the Development;

(ii) the remainder of any sum due pursuant to this sub clause prior to the first occupation of any building constructed on the Application Site pursuant to the Planning Permission.

5.1.2 Prior to the Commencement of the Development submit to the Council and obtain its approval of a landscaping scheme that relates to the Blue Land and the Yellow Land combined and which contains the features specified in the Draft Landscaping Scheme.

5.1.3 Within a period of 3 months following Commencement of Development and following the approval by the Council of the Approved Landscaping Scheme either implement the Approved Landscaping Scheme or lodge a planning application for permission to carry out any development comprised in the Approved Landscaping Scheme that requires express planning permission.

5.1.4 If required to lodge a planning application pursuant to sub clause 5.1.3 implement the Approved Landscaping Scheme within a period of 6 months following the issue of the any planning permission granted pursuant to the said planning application. Provided always that in the event of the Landowner lodging an appeal against a condition or conditions attached to any such planning permission pursuant to section 78 of the Act, the said period of 6 months shall not commence until such appeal has been withdrawn by the appellant or determined by a Planning Inspector.

5.1.5 Permit public access on foot and with cycles at all times along the footpaths and cycleways created on the Blue Land in accordance with the Approved Landscaping Scheme.

5.1.6 Maintain for a period of 20 years the open space which has been created on the Blue Land and the Yellow Land in accordance with of any planning permission granted pursuant to an application lodged under sub clause 5.1.3.
5.1.7 Ensure that no building constructed on the Application Site pursuant to the Planning Permission is occupied until the Council has issued written confirmation (such written confirmation not to be unreasonably delayed or withheld) that it has received the sum payable pursuant to sub clause 5.1.1 and approved the Approved Landscaping Scheme.

5.2 If the sum referred to in sub clauses 5.1.1 any part thereof becomes overdue the outstanding amount shall bear compound interest at a rate of 2% above the Bank of England interest rate until it is paid in full. For so long as the said sum or any part thereof remains outstanding regardless of whether or not it has become due it shall be changed on each subsequent anniversary of the date of this Agreement by a percentage equivalent to the percentage change in the Retail Price Index (All items Item reference CHAW) recorded during the twelve months prior to each anniversary.

5.3 The Planning Obligation referred to in sub clauses 5.1.1 and 5.1.7 shall only be enforceable against either or both of the Landowner whilst they or he is in possession of the Application Site or any part thereof and have or has sufficient interest to implement, cause or permit the implementation of the Planning Permission on the Application Site or that part of the Application Site that lies within its possession.

5.4 The obligations referred to in sub clauses 5.1.2, 5.1.3, 5.1.4 5.1.5 and 5.1.6 shall only be enforceable against either or both of the Landowners whilst they or he is in possession of the Blue Land or any part thereof and have or has sufficient interest to implement or carry out the planning obligations referred to therein.

5.5 If a planning application referred to in sub clause 5.1.3 shall be refused the Landowners shall be permitted to proceed with the Development as though clauses 5.1.2 to 5.1.7 consecutive numbers inclusive and clause 5.4 did not form part of this Agreement.
6. **THE COUNCIL'S OBLIGATIONS**

6.1 The Council will issue the Planning Permission within 14 days following the execution of this Agreement.

6.2 The Council will at such time and in such manner as it may in its absolute discretion consider appropriate allocate the sum paid by the Landowners pursuant to sub clause 5.1.1 in the following manner:

6.2.1 the sum of £108,000 (one hundred and eight thousand pounds) shall be allocated to the provision, improvement or maintenance of cycle routes in the area of Huncoat.

6.2.2 the sum of £54,000 (fifty four thousand pounds) shall be allocated to the improvement and maintenance of that length of the towpath of the Leeds / Liverpool Canal that lies within Huncoat.

6.2.3 the sum of £40,000 (forty thousand pounds) shall be allocated to the improvement of public transport serving the Huncoat area.

6.2.4 the sum of £35,000 (thirty five thousand pounds) shall be allocated to the improvement of Huncoat Railway Station.

6.2.5 the sum of £2,850 (two thousand eight hundred and fifty pounds) shall be allocated to the monitoring of the mitigation measures that are to be taken in respect of natural heritage.

6.3 Any part of a sum paid to the Council pursuant to sub clause 5.1.1 that remains unspent or unallocated after the completion of the projects to which such sums are to be allocated by the Council pursuant to sub clauses 6.2 shall be applied by the Council to the provision, maintenance or improvement of sporting, community, recreational educational or environmental amenities and facilities in the Huncoat area.

6.4 The Council will not unreasonably withhold or delay the granting of its approval of a landscaping scheme lodged by the Landowners pursuant to sub clause 5.1.2
6.5 The Council will whenever it is necessary grant to the Landowners, or, if appropriate a third party or parties at no charge and at the Council's own cost a licence to enter the Yellow Land for the purpose of undertaking an obligation imposed by this Agreement.

6.6 The Council will not, nor will permit, anything to be done, changed, deposited or erected upon the Yellow Land after the date of this Agreement which will or may in whole or in part prevent or inhibit or increase the cost to the Landowners of the implementation of this Agreement.

7 COSTS AND EXPENSES

7.1 Upon the completion of this Agreement the Landowner shall pay the Council's reasonable legal costs in connection with the preparation of this Agreement.

8 IMPLEMENTATION

8.1 If the Planning Permission shall expire before the Development is initiated (as defined by section 56 of the Act) or shall be revoked this Agreement shall determine forthwith and cease to have effect.

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

9 DECLARATIONS

9.1 This Agreement is a local land charge and shall be registered as such.

9.2 Nothing in this Agreement either express or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a Local Authority and the rights powers duties and obligations of the Council under all public and private statutes directives bye-laws and regulations may be fully and effectively exercised as if the Council had not entered this Agreement.
9.3 The provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council and the Landowners have duly executed this Agreement as a Deed the day and year first before written

THE COMMON SEAL of HYND BURN

BOROUGH COUNCIL was duly affixed in presence of:-

SIGNED AS A DEED
by the said JOHN LEITHERD

In the presence of

SIGNED AS A DEED
by the said DAVID LEITHERD

In the presence of

No in seal book 12497
SCHEDULE 2