

DATED 13th OCTOBER ~~SEPTEMBER~~ 1998

ROSSENDALE BOROUGH COUNCIL

and

MR. AND MRS. S. J. HOLMES

A G R E E M E N T

under Section 106 of the Town and Country Planning Act 1990 re proposed erection of a detached dwelling and double garage on land at the rear of 11 Bowker Street Irwell Vale Ramsbottom (Planning Application No 94/169)

RWL/SS/Z.12/111

J. K. Tradewell,
Borough Solicitor,
Rossendale Borough Council,
Town Hall,
Rawtenstall,
Rossendale,
Lancashire. BB4 7LZ

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B O R O U G H O F R O S S E N D A L E

I N T E R D E P A R T M E N T A L M E M O R A N D U M

My ref RWL/SS/Z.12/111 Your ref
 Mr. R. W. Lester

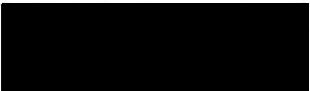
8th June 1999,

TO: BOROUGH TREASURER

TOWN AND COUNTRY PLANNING ACT, 1990 - SECTION 106.
MR. AND MRS. S. J. HOLMES.
AGREEMENT - PROPOSED ERECTION OF DETACHED DWELLING AND
DOUBLE GARAGE ON LAND AT REAR OF 11 BOWKER STREET, IRWELL VALE.

I attach for your information a copy of the Agreement herein, dated 13th October 1998, providing a deposit with the Council of the sum of £5,000 to be applied to improving Ogden Bridge in Irwell Vale to adoption standard. If such improvement work is not completed within five years of the date of the Agreement, that sum is to be repaid with interest as provided in the Agreement. In the unlikely event of the work being completed with funds left over, any surplus is also to be repaid with interest.

Please note that the deposit of £5,000 was paid on 13th October 1998.


J. K. Tradewell,
Borough Solicitor.

10K 29

Rossendale Borough
Council Treasurers Dept

- 9 JUN 1999

RECEIVED

T H I S A G R E E M E N T is made the 13th day of October One thousand nine hundred and ninety-eight between ROSSENDALE BOROUGH COUNCIL of the Town Hall Rawtenstall Rossendale Lancashire ("the Council") of the one part and STUART JOHN HOLMES and SUSAN HOLMES both of [REDACTED] ("the Owner") of the other part

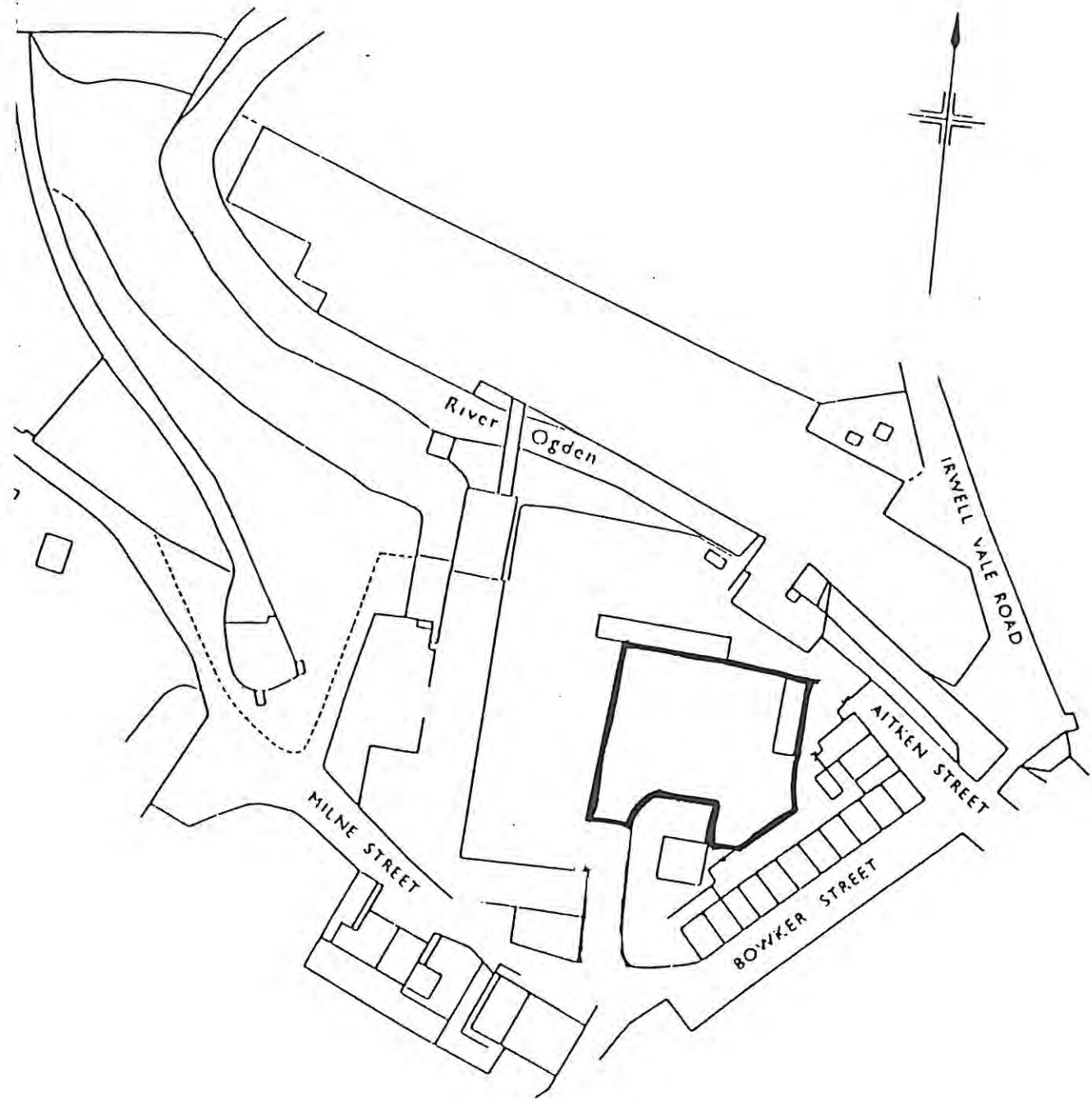
DEFINITIONS

- (i) "the Act" means the Town and Country Planning Act 1990 as amended
- (ii) "the Application" means the written application made on behalf of the Owner and received by the Council on 27th April 1994 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 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 which is registered under Title Number LA692042 at H. M. Land Registry free from incumbrances
- (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 bridge known as Ogden Bridge in Irwell Vale aforesaid ("the bridge") be improved and adopted by the Council as a highway maintainable at the public expense



MAYOR

(C.S.)

- (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 the improvement to adoption standard of the bridge 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 improving the bridge to adoption standard and in any event shall not exceed five thousand pounds

4. For the purposes of this Agreement the expression "adoption standard" means a standard of repair in which the Highway Authority for the time being would be prepared to undertake full responsibility for the future maintenance and upkeep of the bridge

5. Nothing in this Agreement shall be construed as imposing any duty or obligation on the Council to adopt or to carry out any works of maintenance or improvement to the bridge

6. 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 Stuart John Holmes and the said Susan Holmes 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 Stuart John Holmes and the said Susan Holmes 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

7. (i) For the purposes of clause 6 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

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

assigns

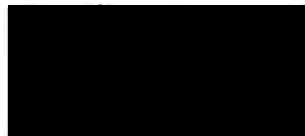
9. In this Agreement the words importing the masculine gender shall be deemed to include the feminine and the singular to include the plural and vice versa unless the contrary as to gender or number is expressly provided or unless the same is inconsistent with the context and where the expression "the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

10. 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

11. The Owner shall make a contribution of £144.00 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:-)



11/28/96

SIGNED as a Deed by the said
Stuart John Holmes in the
presence of:

SIGNED as a Deed by the said
Susan Holmes in the
presence of:-

FIRST SCHEDULE

The Property

Land at the rear of 11 Bowker Street Irwell Vale
Ramsbottom Bury Lancashire which is more particularly
delineated and shown edged red on the Plan

SECOND SCHEDULE

The Development

Proposed erection of a detached dwelling and a double
garage

THIRD SCHEDULE
The Permission

ROSSENDALE BOROUGH COUNCIL

Town and Country Planning Act 1990

PLANNING PERMISSION

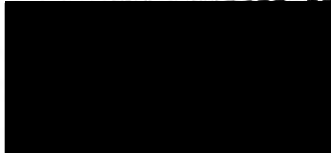
PART 1 - PARTICULARS OF APPLICATION:

Application number: 94/169 Date received: 27th April 1994
Location of proposed development: Land at 11 Bowker Street, Irwell Vale,
Ramsbottom

Particulars of proposed development:

ERECTION OF A DETACHED DWELLING AND DOUBLE GARAGE ON FORMER SITE OF outhouse
(APPLICATION NO 94/168CA REFERS)

Name and address of applicant:



Name and address of agent



PART 2: PARTICULARS OF DECISION

The Rossendale Borough Council hereby give notice 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 0DE
(See separate page for general information and guidance on post-decision procedures).

CONDITIONS

2. No development shall take place until samples of the proposed coursed natural stone and natural slate 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.
3. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 no development which would otherwise be permitted by virtue of the provisions of of Classes A, B, C, D, & E of Part 1 of Schedule 2 to Article 3 of the Order shall be carried out anywhere within the application site without the grant of formal express planning permission in that behalf by the local planning authority. Reason: The proposed development is situated within a designated Conservation Area and the carrying out of the class(es) of development which would normally be permitted could, in this instance, result not only in the form, design, layout or character of the principal development being altered in an unacceptable way, but in the character of the Conservation Area itself being adversely affected.
4. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 no material change of elevation, change of use or alteration to form a habitable room of any integral or other garage constructed concurrently with or subsequent to the original dwellinghouse, which would otherwise be permitted by virtue of the provisions of Class A of Part 1 of Schedule 2 to Article 3 of the aforementioned Order, shall be carried out anywhere within the application site without the grant of formal express planning permission in that behalf by the local planning authority. Reason: In order to ensure that the subsisting standard of garage accommodation is not materially affected to the detriment of both visual amenity and more particularly with a view to retaining the existing standard of car parking provision within the application site.
5. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 no development which would otherwise be permitted by virtue of the provisions of Class A of Part 2 of Schedule 2 to Article 3 of the Order shall be carried out anywhere within the application site without the grant of formal express planning permission in that behalf by the local planning authority. Reason: The proposed development is situated within a designated Conservation Area and the carrying out of the class(es) of development which would normally be permitted could, in this instance, result not only in the form, design, layout or character of the principal development being altered in an unacceptable way, but in the character of the Conservation Area itself being adversely affected.
6. Before any development is commenced a fully detailed scheme of landscaping (as such including tree and shrub planting, the provision of any grassed areas, hard landscaping features and the erection of any screen or boundary walls, fences or other means of enclosure) shall be submitted to and approved by the local planning authority, and such scheme shall thereafter be fully implemented before any building hereby permitted is first occupied for the purposes hereof, or at such other time as may subsequently be agreed in writing with that

authority. Any trees or shrubs dying/becoming diseased or otherwise being removed within two years of planting shall be replaced by the applicant/ developer by species of a similar type and size. Reason: In order to assist in the provision of a satisfactory standard of visual amenity within the locality and to screen the development.

NOTES

1. A copy of the report from the National Rivers Authority is attached for information and compliance.
2. A copy of the report from British Coal is attached for information and compliance.
3. The proposed development site is approximately 35 metres from the Irwell Vale Landfill Site (NGR.791202) and it will therefore be necessary to incorporate appropriate and comprehensive construction designs to alleviate the possibility of landfill gas ingress to the building.

