

DATED

2 October

1997

ROSSENDALE BOROUGH COUNCIL

and

ROWTHORNE DEVELOPMENTS LIMITED  
by its Receivers and Managers  
Philip Ramsbottom and Peter Terry

and

THE CO-OPERATIVE BANK PLC

and

KIELY BROTHERS LTD  
(trading as Manor Homes)

A G R E E M E N T

under Section 106 of the Town and Country Planning Act  
1990, re erection of 50 dwellings and landscaping of  
public open space at Peel Drive (off Onchan Drive)  
Bacup Lancashire (Planning Application Ref. No. 96/  
024)

RWL/SS/Z.12/122

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

T H I S A G R E E M E N T delivered as a deed on the 2<sup>nd</sup> day of *October* One thousand nine hundred and ninety-seven between ROSSENDALE BOROUGH COUNCIL of the Town Hall Rawtenstall Rossendale Lancashire ("the Council") of the first part ROWTHORNE DEVELOPMENTS LIMITED (in receivership) whose Registered Office is situate at Rowthorne House St. Werburgh's Road Manchester M21 8UF ("the Owner") acting by its Receivers and Managers Philip Ramsbottom and Peter Terry both of KPMG St. James' Square Manchester M2 6DS ("the Receivers") of the second part THE CO-OPERATIVE BANK PLC whose Registered Office is at 1 Balloon Street Manchester M60 4EP ("the Chargee") of the third part and KIELY BROTHERS LTD (trading as Manor Homes) whose Registered Office is situate at The Lodge Limefield House Limefield Brow Bury BL9 6QR of the fourth part ("the Developer")

DEFINITIONS

- (i) "the Act" means the Town and Country Planning Act 1990
- (ii) "the Application" means the written application made on behalf of the Owner and received by the Council on 18th January 1996 and amended for permission to develop the Property
- (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) The Owner is the owner in fee simple in possession of the Property registered at H. M. Land Registry under title number LA525627 free from incumbrances save for a Charge dated 13th April 1994 in favour of the Chargee
- (iii) By the Application the Owner has applied to the Council for planning permission to carry out the Development
- (iv) By a contract of even date herewith the Developer has agreed with the Owner to acquire all the Owner's interest in the Property



(v) 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 and the Developer to enter into the covenants hereinafter contained in this Agreement

(vi) The Council will grant planning permission in respect of the Application in the form of the Permission immediately following the execution 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 all other 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 the Owner's successors in title and with the consent of the Chargee and with the consent of the Developer hereby covenants with the Council that it will pay to the Council the sum of Two thousand one hundred and fifty

pounds (£2,150.00) as a commuted figure towards the cost of maintenance of the landscaped area proposed to be created by the Development and shown for the purposes of identification only on the Plan edged green such payment to be made within twelve months of the completion of the said landscaped area.

4. The Council hereby covenants

- (i) that it will grant the Permission forthwith upon the execution and completion of this Agreement;
- (ii) that it will upon the completion of the said landscaped area by the Owner in accordance with the Permission and to the reasonable satisfaction of the Borough Engineer and Planning Officer (or other Officer of equivalent status) for the time being of the Council thenceforth in perpetuity assume full responsibility for and undertake the maintenance of such landscaped area in a clean and tidy condition

5. For the purposes of this Agreement the opinion of the said Borough Engineer and Planning Officer or other officer as aforesaid as to the completion of the landscaped area shall be conclusive and binding on the parties hereto

6. The expressions "the Council" "the Owner" and "the Chargee" shall include their respective successors in title and assigns

7. 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

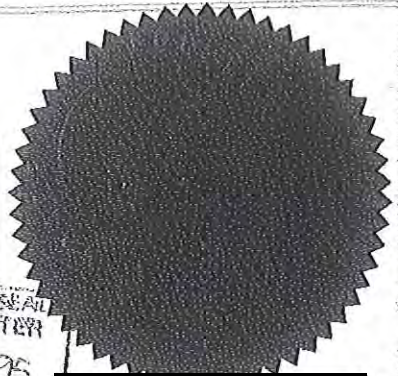
8. The obligations hereby entered into by the Owner are planning obligations for the purposes of the said Section 106 and the Local Planning Authority by whom they are enforceable is the Council

9. The Chargee and the Developer hereby respectively consent to the completion of this Agreement and acknowledge that from the date hereof the Property shall be bound by the restrictions and obligations contained herein

10. The Developer shall make a contribution of £137.00 towards the Council's costs for the preparation and engrossment of this Agreement and shall reimburse to the Council any fees paid to H.M. Land Registry in connection herewith and shall pay the Chargee's costs in connection herewith

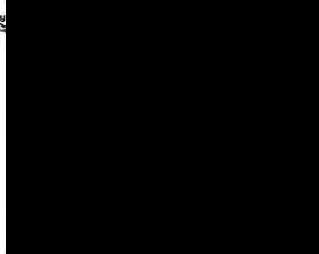
IN WITNESS whereof this Agreement has been duly executed as a deed by the Council the Chargee and the Developer and by the said Philip Ramsbottom and Peter Terry for and on behalf of the Owner in the presence of the attesting witnesses and it has been delivered once dated

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

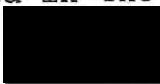


MAJOR  
REG. WITH SEAL  
REGISTER  
112/95

SIGNED AS A DEED for and on behalf )  
of Rowthorne Developments Limited )  
(in receivership) by Philip )  
Ramsbottom and Peter Terry its )  
Receivers and Managers pursuant to )  
the powers contained in the )  
Insolvency Act 1986 in the )  
presence of: )



THE COMMON SEAL of The Co-operative )  
Bank Plc was hereunto affixed in the )  
presence of:- )



*9643*  
*SIGNED AS A DEED BY*  
M. A. LEES )  
Secretary )  
~~THE COMMON SEAL of~~ Kiely Brothers )  
Ltd was hereunto affixed in the )  
presence of:- *ACTING by a* )

*DIRECTOR and its SECRETARY*

DIRECTOR  
SECRETARY

FIRST SCHEDULE

The Property

The land at Peel Drive (off Onchan Drive) Bacup  
Lancashire which is more particularly delineated and  
shown edged red on the Plan

SECOND SCHEDULE

The Development

The erection of fifty dwellings and landscaping of  
public open space

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THIRD SCHEDULE

The Permission

ROSSENDALE BOROUGH COUNCIL

Town and Country Planning Act 1990

PLANNING PERMISSION

PART 1 - PARTICULARS OF APPLICATION:

Application number: 96/024

Date received: 18th January 1996

Location of proposed development: Land off Peel Drive, (off Onchan Drive), Bacup

Particulars of proposed development:

RENEWAL OF PLANNING PERMISSION REFERENCE No 91/028 FOR THE ERECTION OF 50 NO TWO AND THREE BEDROOM DWELLINGS INCORPORATING PUBLIC OPEN SPACE

Name and address of applicant:  
Rowthorne Developments Ltd  
St Werburghs Road  
Chorlton  
Manchester

Name and address of agent  
Robert Turley Associates  
2-4 Palatine Road  
Withington  
Manchester M20 9JH

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 ~~22nd March 1996~~

Borough Engineer and Planning Officer: Stubblelee Hall, Bacup, Lancs OL13 0DE  
(See separate page for general information and guidance on post-decision procedures).

## CONDITIONS, REASONS AND NOTES:

2. No development shall take place until samples of the proposed facing brick and roof tiles 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. The building shall not be occupied until a means of vehicular access has been constructed in accordance with the approved plans. Reason: In order to ensure that the development is properly served by a vehicular access (or accesses) which meet the highway authority's minimum requirements in terms of design and construction in the interests of highway safety.
4. 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. No building/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.
5. 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.
6. The housing court is to be constructed in accordance with the Lancashire County Council Residential Road Design Guide, having regard to requirements on rumble strip, surface finish, service strips etc. Reason: In order to ensure that the development is properly served by a vehicular access which meets the Highway Authority's minimum requirements in terms of design and construction in the interests of highway safety.
7. For the avoidance of doubt it is hereby declared that this

permission relates to the amended plans received by the local planning authority on 29 February 1996.