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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

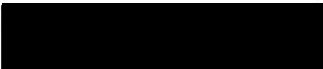
My ref RWL/SS/Z.12/130 Your ref
 Mr. R. W. Lester

25th November 1999,

TO: BOROUGH TREASURER

TOWN AND COUNTRY PLANNING ACT 1990 -
SECTION 106 AGREEMENT - PLANNING APPLICATION NO. 14/96/109.
SITE OF OLD TENNIS COURT, IRWELL VALE - TILEROCK LIMITED.

I attach for your information a copy of the completed Agreement herein. Please note that the sum of £5,000 is payable on commencement of the development. Please consult the Borough Engineer and Planning Officer (contact Mr. B. S. Sheasby) about collection of this sum.


J. K. Tradewell,
Borough Solicitor.



DATED

21st February

1997

ROSSENDALE BOROUGH COUNCIL

and

TILEROCK LIMITED

A G R E E M E N T

under Section 106 of the Town and Country Planning Act 1990 re erection of a single detached dwelling and garage on the site of the Old Tennis Court, Bowker Street, Irwell Vale, Ramsbottom. (Planning Application No. 96/109)

RWL/SS/Z.12/130

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 is made the 21st day of *February* One thousand nine hundred and ninety-seven between ROSSENDALE BOROUGH COUNCIL of the Town Hall Rawtenstall Rossendale Lancashire ("the Council") of the one part and TILEROCK LIMITED whose Registered Office is situate at Graiton House 81 Chorley Old Road Bolton BL1 3AJ ("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 8th March 1996 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) The Owner is seised for an estate in fee simple in possession free from incumbrances of the Property which is registered under Title Number LA500896 at H. M. Land Registry
- (iii) By the Application the Owner has applied to the Council for planning permission to carry out the Development
- (iv) 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
- (v) 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 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 itself and the Owner's successors in title hereby covenants with the Council that it will pay to the Council immediately upon the commencement of the Development the sum of Five thousand pounds (£5,000.00) as a non-refundable contribution towards the cost of immediate repairs to the bridge known as Ogden Bridge which is shown coloured blue on the Plan

4. The Council hereby covenants that it will grant the Permission forthwith upon the execution and completion of this Agreement

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

6. 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

7. 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

8. The Owner shall make a contribution of £135.00 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 and the Owner have caused their respective Common Seals to be hereunto affixed the day and year first before written

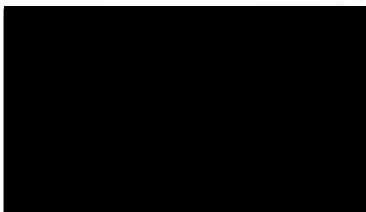
NO. 11 LEAL
REGISTER
112401

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



YOR

THE COMMON SEAL of Tilerock)
Limited was hereunto affixed)
in the presence of:-)



DIRECTOR
SECRETARY



FIRST SCHEDULE

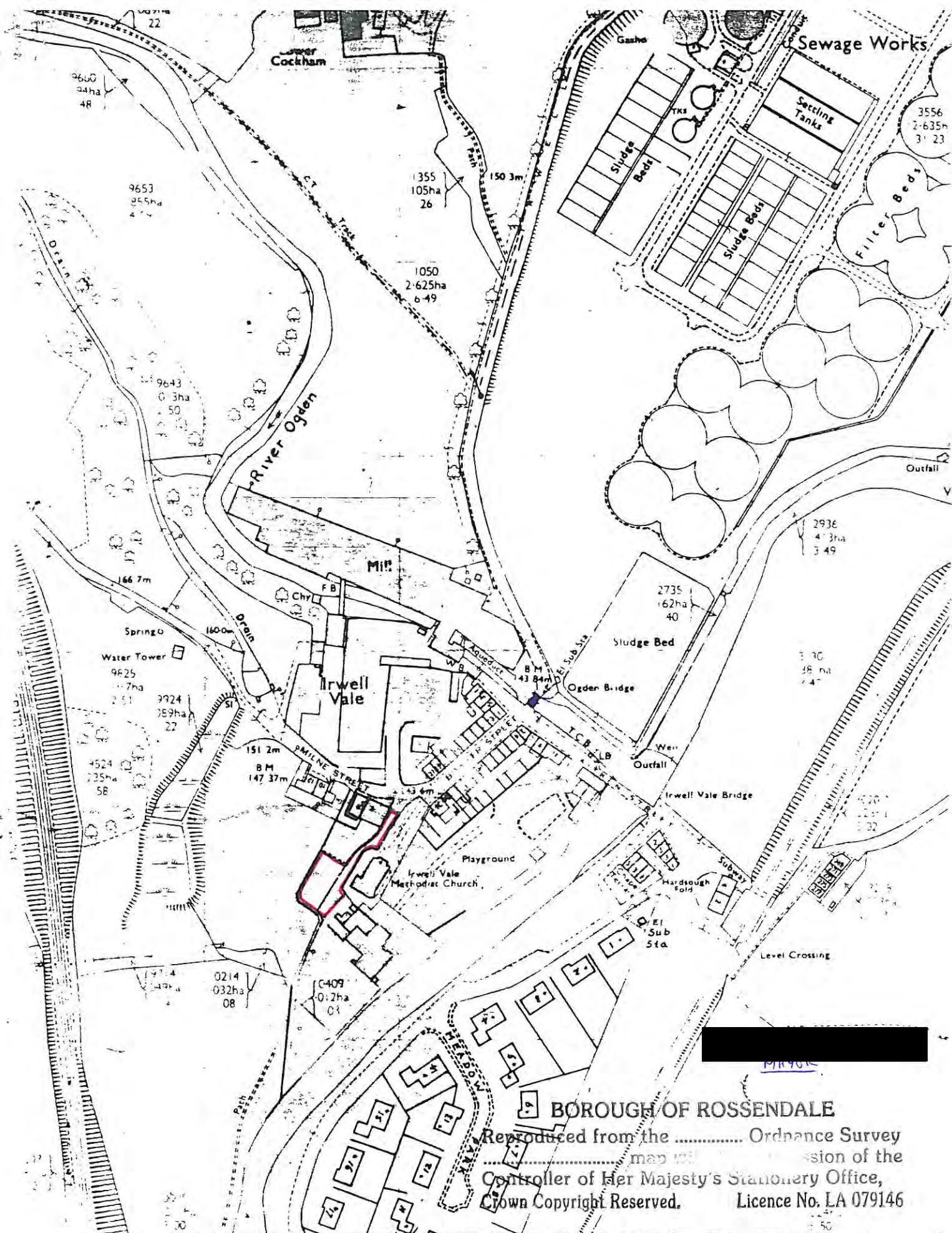
The Property

The plot of land shown edged red on the Plan for the purposes of identification only and being the site of the Old Tennis Court Bowker Street Irwell Vale Ramsbottom Bury Lancashire

SECOND SCHEDULE

The Development

Proposed erection of a single detached dwelling and garage



BOROUGH OF ROSSENDALE
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ROSENDALE BORO CONST LANC

THIRD SCHEDULE

The Permission

ROSENDALE BOROUGH COUNCIL

Town and Country Planning Act 1990

PLANNING PERMISSION


PART 1 - PARTICULARS OF APPLICATION:

Application number: 96/109 Date received: 8th March 1996
Location of proposed development: The site of the old Tennis Court, Bowker Street, Irwell Vale, Ramsbottom

Particulars of proposed development:

ERECTION OF A SINGLE DETACHED DWELLING AND GARAGE.

Name and address of applicant:
Tilerock Ltd
283 Chorley New Road
Heaton
Bolton

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 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 year 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).

2. No development shall take place until samples of the proposed natural coursed stone and natural blue 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. ^{mitted} Notwithstanding the provisions of the Town and Country Planning (General Per- Development) Order 1995 no development which would otherwise be permitted by virtue of the provisions of Classes A to E inclusive 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 of tight-built form and/or makes provision for only a minimal amount of private open space/amenity space within the site curtilage, and the reduction of such areas by the carrying out of the class(es) of development which would normally be permitted would result in a totally unsatisfactory and cramped form of development, lacking in private open space/amenity space, and/or adversely affecting the privacy and amenities enjoyed by the occupiers of adjoining property.
4. 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.
5. Details of proposed window joinery shall be submitted to and approved by the Local Planning Authority prior to the commencement of development and shall thereafter be implemented in accordance with those approved details.
Reason: In the interests of visual amenity and for the avoidance of doubt.

Notes: 1. For the avoidance of doubt it is hereby declared that this permission relates to the amended plans received by the local planning authority on 24th April, 1996 and 30th July, 1996 (the site layout plan).

Notes:

2. A copy of the report from the Environment Agency is attached for information and compliance.

3. A copy of the report from the British Coal Corporation is attached for information and compliance.

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