

DATED 17th September 2004

ROSSENDALE BOROUGH COUNCIL

and

REFORM DEVELOPMENTS LIMITED

and

DAVENHAM TRUST PLC

AGREEMENT

under section 106 of the Town and Country Planning Act 1990  
re Conversion of former Conservative Club to 8 No. Residential  
Apartments at Conservative Club, 592 and 596 Burnley Road Crawshawbooth  
(Planning Permission 2004/372)

RWL/SS/Z.12/216

Mark Weston  
Director of Corporate Support  
Rossendale Borough Council,  
Town Hall,  
Rawtenstall,  
Rossendale,  
Lancashire. BB4 7LZ

THIS AGREEMENT is made the *seventeenth* day of ~~September~~ Two thousand and four between ROSSENDALE BOROUGH COUNCIL of the Town Hall Rawtenstall Rossendale BB4 7LZ ("the Council") of the first part and REFORM DEVELOPMENTS LIMITED whose Registered Office is situate at 1 Lodge Street Ramsbottom BURY BL0 9AW ("the Owner") of the second part and DAVENHAM TRUST PLC whose Registered Office is situate at 8 St. John Street Manchester M3 4DU ("the Chargee") of the third 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 25<sup>th</sup> May 2004 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 the freehold owner in possession of the Property of which it is the registered proprietor at H. M. Land Registry under title number LA931915 free from incumbrances save for a registered charge 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) The Council is of the opinion that in the event of the Property being developed in accordance with the Application it is desirable that there be provision for quality bus route infrastructure on the A682 Burnley Road Crawshawbooth in lieu of car parking associated with the Development
- (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

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 Developmentand 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 consent of the Chargee and with the intent to bind itself and the Owner's successors in title hereby covenants with the Council that the Owner shall prior to the first residential occupation of the apartments referred to in the Second Schedule to this Agreement or any of them pay to the Council the sum of TWELVE THOUSAND POUNDS (£12,000) which shall be applied by the Council to the provision of quality bus route infrastructure as aforesaid
4. Nothing in this Agreement shall be construed as imposing any duty or obligation on the Council or any other public body to provide quality bus route infrastructure
5. The Council hereby covenants that it will grant planning permission in the form of the Permission forthwith upon the execution and completion of this Agreement

6. In this Agreement the expressions "the Council" "the Owner" and "the Chargee" shall where the context so admits 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 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 hereby consents to the execution of this Agreement and acknowledges that subject as herein provided the Property shall be bound by the restrictions and obligations contained in this Agreement
10. Notwithstanding the terms contained herein the parties hereto agree that the Chargee shall be liable for any breach of any provisions of this Agreement only during such periods (if any) as it is a mortgagee in possession of the land and then only if it shall have caused such breach to have been occasioned and provided further for the avoidance of doubt that it shall not in any event be liable for any breach of this Agreement arising prior to its becoming a mortgagee in possession of the land regardless of whether or not such pre-existing breach shall continue for any period during which it is a mortgagee in possession of the land.
11. The Owner shall make a contribution of £600.00 towards the Council's costs for the preparation and engrossment of this Agreement and shall be responsible for the payment of the Chargee's reasonable costs in relation thereto

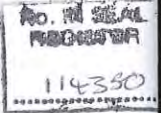
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and these presents have been executed as a deed on behalf of the Owner and the Chargee the day and year first before written

THE COMMON SEAL of ROSSENDALE )  
BOROUGH COUNCIL was hereunto )  
affixed in the presence of:- )



MAYOR

SIGNED AS A DEED by REFORM )  
DEVELOPMENTS LIMITED )  
acting by a director and its secretary )



Director

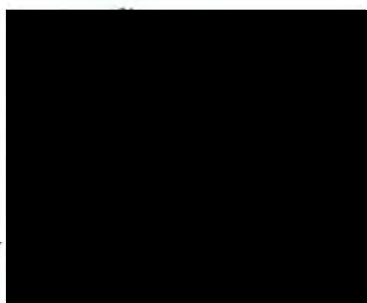
Secretary



SIGNED AS A DEED by DAVENHAM )  
TRUST PLC acting by a director and )  
its secretary )

Director

Secretary



FIRST SCHEDULE

The Property

Land and premises at Burnley Road Crawshawbooth known as the Conservative Club  
Crawshawbooth and more particularly delineated and shown edged red on the Plan

SECOND SCHEDULE

The Development

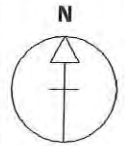
Conversion to 8 residential apartments without complying with conditions nos. 3, 4 and 5  
attached to planning permission reference no. 2003/600 issued by the Council





TITLE NUMBER  
LA931915

LANCASHIRE : ROSSENDALE

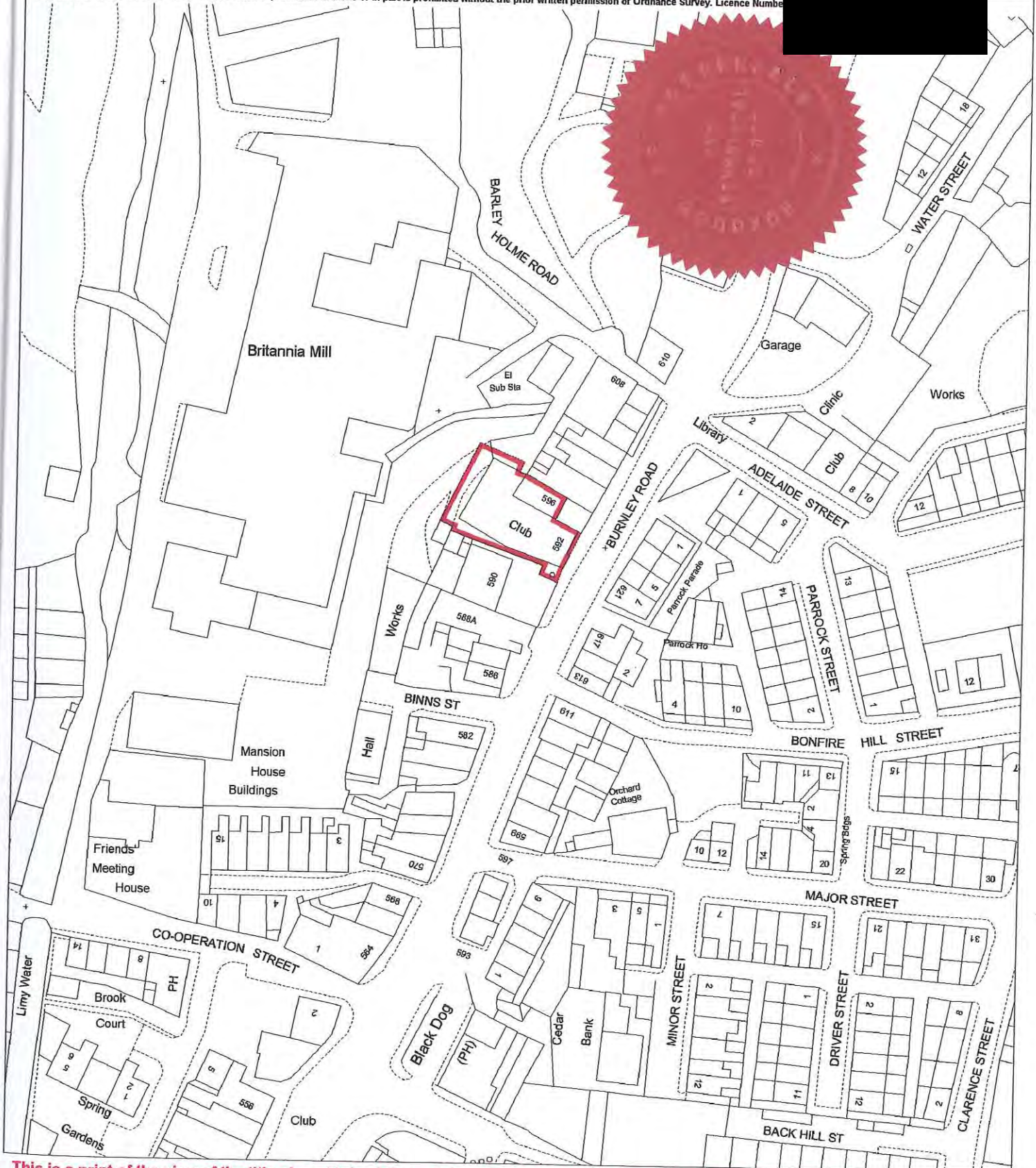


ORDNANCE SURVEY MAP REFERENCE: SD8125SW

SCALE: 1:1250

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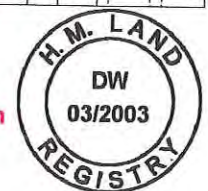
MAYOR



This is a print of the view of the title plan obtained through Land Registry Direct showing the state of the title plan on 13 SEP 2004 at 15:18:53. It may not be to the scale shown on the title plan.

This title is dealt with by the District Land Registry for Lancashire.

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# Rossendale Borough Council

## Town and Country Planning Act 1990 Planning Permission

PLA8935

**Applicants Name :** Reform Development Ltd

**Notice Recipient :** Kenyon & Company  
(Applicant/Agent) 1st Floor  
1 Queensway  
Didsbury  
Manchester  
M19 1QP

### Part 1 - Particulars of Application

**Date Received :** 26/05/2004

**Application No :** 2004/372

**Proposed works :** Conversion of Conservative Club and former bus shelter to 8 no. residential apartments, including minor physical alterations and landscaping without compliance with conditions 3, 4 and 5 attached to planning application reference 2003/600.

**Location :** 592 & 596 BURNLEY ROAD CRAWSHAWBOOTH ROSSENDALE BB4 8AJ

**Grid Reference :** (E)38116900(N)42544430

### Part 2 - Particulars of Decision

The Rossendale Borough Council hereby give notice that **planning permission has been granted** for the execution of works referred to in Part I hereof in accordance with the application submitted, **subject to the following conditions:**

- 1 The development permitted shall be begun before the expiration of five years from the date of this permission.

**Reason for this condition :** The condition is required by virtue of Section 91 of the Town and Country Planning Act 1990.

- 2 The development shall not be commenced until full details, including representative samples, of the external construction to be used on the roof and walls of the development have been submitted to and first approved in writing by the Local Planning Authority and shall thereafter be carried out in accordance with the approved details.

**Reason for this condition :** In the interests of visual amenity in accordance with policy DC.1 of the Rossendale District Local Plan.



- 3 The areas identified on plan reference AL (0) 11 for cycle storage shall be made available for such use before the occupation of any of the dwellings hereby approved and shall be retained for such use thereafter.

**Reason for this condition :** In order to encourage the use of cycles in accordance with policy DC.1 of the Rossendale District Local Plan.

### Summary of Reasons for Approval

- 1 Given the situation of the building in the centre of Crawshawbooth the dwellings would be accessible by public transport, walking and cycling which accords with policy 1b of the Rossendale District Local Plan, PPG3 and PPG13. As no on site parking would be provided the requirements of policy T.4 of the Rossendale District Local Plan would not be achieved. The existing use however requires more car parking spaces than the proposed use and as such it is not considered that the proposal will worsen the current situation. To this extent the proposed development accords with policy DC.1 of the Rossendale District Local Plan.

### Summary of Policies in Development Plans

#### Local Plan

DC1	Development Criteria
DC4	Materials
DS1	Urban Boundary
HP4	New uses for old buildings
T4	Car Parking

**Note:**

**Date:**

Stubbylee Hall,  
Bacup  
Lancs OL13 0DE

\_\_\_\_\_  
Brian Sheasby  
Development Control Manager



## Notes

N.B. This permission refers only to that required under the Town and Country Planning Act 1990 and does not include any consent or approval under any other enactment, byelaw, order, regulation or Act. This consent does not constitute Listed Building Consent.

### **A) Appeals to the Secretary of State**

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 or she may appeal to the Secretary of State for Transport, Local Government and the Regions in accordance with sections 78 and 79 of the Town and Country Planning Act 1990 within three months of the date of this notice. (Appeals must be made on a form which is obtainable from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or from the web site [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk)). The Secretary of State has the 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 so granted otherwise than subject to the conditions imposed by the Council. Appeals that are pursued unreasonably may be the subject of an award of costs in accordance with the provision of Circular 8/93.

### **B) Purchase Notices**

If either the Local Planning Authority or the Secretary of State for Transport, Local Government and the Regions refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.