

SECTION 106 AGREEMENT

THIS AGREEMENT is made on the 15th day of November 2013

BETWEEN

- (1) ROSSENDALE BOROUGH COUNCIL of The Business Centre, Futures Park, Bacup OL13 0BB (referred to in this Agreement as “the Council”)
- (2) CHARACTER BUILDING (NW) Limited whose registered office is at [REDACTED] [REDACTED] (company no. 07234300) (referred to in this Agreement as “the Owner”)

BACKGROUND

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- B. The Owner is the leasehold owner of the Site being registered at HM Land Registry under title LAN21980 free from encumbrances which would prevent the Owner from entering into this Agreement.
- C. The Owner has submitted the Application to the Council to develop the Site in the manner and for the uses set out in the Application and in the plans, specification and particulars deposited with the Council and forming part of the Application more particularly set out in the Second Schedule.
- D. The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Owner and its successors in title as hereinafter provided and where the Owner is more than on legal entity all of the Owner’s obligations herein can be enforced against all of them jointly and against each individually.
- E. The Council has decided to grant planning permission (“the permission”) for the development in accordance with the Application subject to the making of this Agreement without which the Permission would not be granted.
- F. The County Council is the Highways Authority for the area in which the Site is located.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PROVISIONS

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings.

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| “Act” | The Town and Country Planning Act 1990 (as amended) |
| “Application” | The application for full planning permission dated 23/10/12 submitted to the Council for the Development and allocated reference number 2012/477 |
| “Commencement Date” | The date on which the Development commences by the carrying out on the Site pursuant to the Permission of a material operation as specified in Section 56(4) of the 1990 Act but excluding works undertaken within 3 months of the date of the Permission |
| “Development” | The development of the Site in accordance with the Permission and described in the Second Schedule |
| “Highways Commuted Sum” | A financial contribution of £1,500 to the Council to fund the processing of a Traffic Regulation Order and associated works in the vicinity of the Site by the County Council and described in the Third Schedule |
| “Permission” | The planning permission which was granted in pursuance of the Application |
| “Plan” | The Plan attached to this Agreement |
| “Site” | The Leasehold property know as the former Police Station described in Schedule 1 and shown for the purposes of identification only edged in red on Plan I |

2. **NOW THIS DEED** is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section to the intent that it shall bind all interests in the Site into whoever hands the same may come and the Owner and his successors in title and assigns and all persons claiming under or through them:-

2.1 The Landowner covenants with the Council to comply with the obligations specified in the Third Schedule

2.2 It is agreed and declared as follows:-

2.3 The expressions “the Council” and “the Owner” shall include their successors in title and assigns

2.4 Words importing the singular number only shall include the plural number and vice versa and words importing any particular gender shall include masculine feminine and neuter genders

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

2.6 The Landowner agrees to pay the Council’s reasonable legal fees in the sum of £150 relating to the preparation of the Agreement

2.7 All notices served pursuant to this Agreement shall be in writing and shall be deemed duly served if delivered or sent by the recorded delivery service in the following manner:-

2.7.1 In the case of a notice to be served on the Council addressed to its Chief Executive at the above address

2.7.2 In the case of a notice to be served on the Owner to the Owner at the above address

2.8 If the Planning Permission expires because it is not implemented this Agreement shall be annulled and of no effect and the Council shall immediately remove from its local register of local land charges and entry relating to this Agreement.

2.9 Unless expressly stated nothing in the Agreement will create any rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person other than the parties hereto

3. Except as to matters of law and subject to the express provisions of this Agreement to the contrary any dispute or difference arising between the parties as to any of the provisions of this Agreement and/or their respective rights duties or obligations or as to any other matter or thing in any way arising out of or in connection with the subject matter of this Agreement shall forthwith be referred by the parties or any of them for determination by an independent person (“the Expert”) to be agreed upon between the parties and failing such agreement within ten (10) working days of any party calling upon the others to agree to be appointed on the application of the parties or any of them by the President for the time being of The Royal Institution of Chartered Surveyors or any successor Institute (“the President”)

The Expert shall act as an expert and make his determination within twenty (20) working days from the date of his appointment such determination to be made in writing giving full reasons therefore and shall be binding upon the parties or if for any reason the President shall in his absolute discretion think fit he may in writing discharge the Expert and appoint another in his place
It is hereby agreed and declared that:-

- (a) The Expert shall afford to the parties the opportunity to make representations in writing and consider any written representations made by or on behalf of the parties hereto which are received by him within ten (10) working days after the parties have been afforded such an opportunity and each party shall be entitled to receive a copy of any such written representations made by or on behalf of the other parties and within five (5) working days of such receipt to make written counter-representations
- (b) The Expert shall be entitled to call for such independent expert advice on such matters as he shall think fit
- (c) The Expert shall have an unfettered discretion to determine the reference to him
- (d) The fees and expenses of the Expert including the cost of his appointment shall be borne equally between the parties (and if any party shall pay the Expert's fees and expenses it shall be entitled to recover one half from the other) unless the Expert shall direct otherwise and he shall have power so to direct if he considers it reasonable to do so having had regard to the conduct of the parties during the course of the dispute in question

FIRST SCHEDULE

All that plot of land shown edged red on Plan annexed hereto which is situate at the former Police Station, Bank Street, Bacup, OL13 8GZ

SECOND SCHEDULE

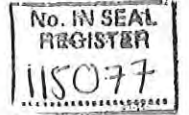
The Development of the Site consisting of the conversion of the former police station to provide five residential dwellings including demolition of 1-storey additions to rear

THIRD SCHEDULE

The Owner covenants with the Council as follows:

- (1) On the date of execution of this Agreement to pay the non-refundable Highways Commuted Sum of £1500.00 to fund the Traffic Regulation Order and associated works in the vicinity of the Site by the County Council
- (2) On the date of execution of this Agreement to pay the Council's reasonable legal fees in the sum of £150.00

IN WITNESS whereof these presents have been duly executed as a DEED by the parties hereto the date and year first before written.



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



Authorised Signatory

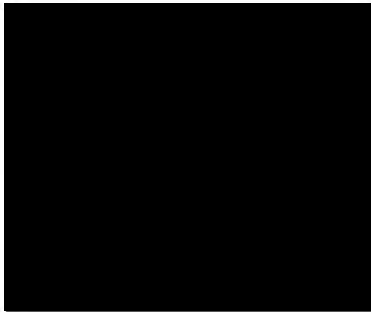
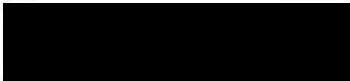
EXECUTED as a Deed by

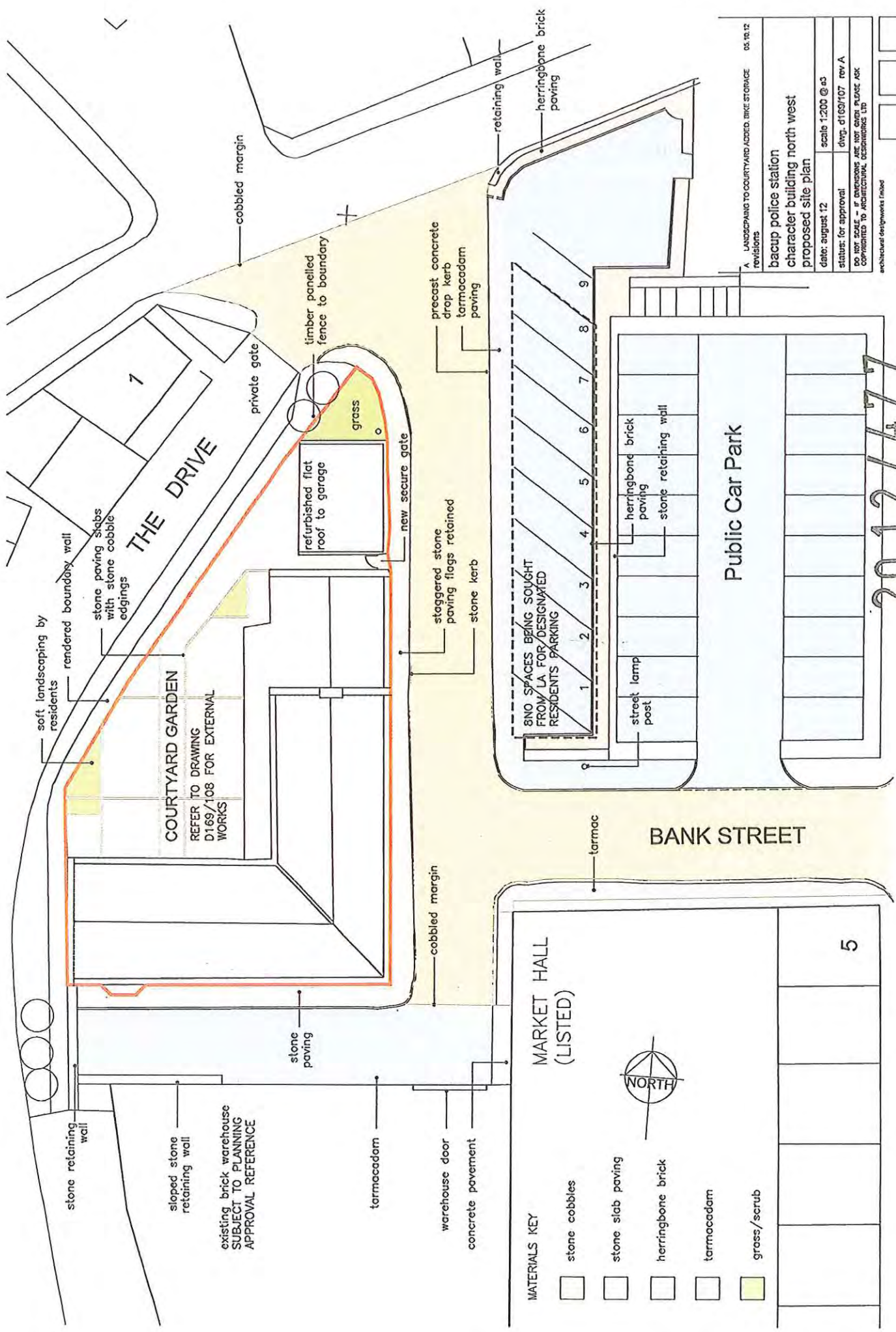
CHARACTER BUILDING (NW) LIMITED)

acting by:-)

Director)

Director/Secretary)





A LANDSCAPING TO COURTYARD ADDED. BIKE STORAGE 05.10.12
 revisions
 bacup police station
 character building north west
 proposed site plan
 date: august 12
 scale: 1:200 @ a3
 status: for approval
 dwg: d169/107 rev A
 DO NOT SCALE. DIMENSIONS ARE NOT GIVEN IN THIS DRAWING.
 CONSULT THE ARCHITECTURAL RESPONSIBLE UP
 architectural designworks limited

designworks
 BUILDINGS SPACES PLACES
 2 3 005 20119

2012/477

MATERIALS KEY

- stone cobbles
- stone slab paving
- herringbone brick
- tarmacodam
- grass/scrub

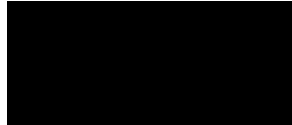


Rossendale Borough Council

Town & Country Planning Act 1990 Planning Permission

Applicants Name: Mrs Lesley Herman

Notice Recipient : Mr Mike Wakeman
Design Works
Studio One



Part 1 - Particulars of Application:

Date Received: 23/10/2012 Application Number: 2012/0477

Proposed Works : Conversion of former police station to provide five residential dwellings including demolition of 1-storey additions to rear

Location : Former Police Station Bank Street Bacup OL13 8GZ

Part 2 – Particulars of Decision

Rossendale Borough Council hereby give notice that planning permission has been granted for the execution of works referred to in Part 1 hereof in accordance with the application and plans submitted subject to the **following conditions and reasons:**

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

Reason for Condition:

To accord with Section 51 of the Planning and Compulsory Purchase Act 2004.

- 2 Notwithstanding what is shown on the approved drawings :

- a) Existing window frames shall be retained and refurbished wherever possible and details shall be submitted to and approved in writing by the Local Planning Authority prior to installation behind them of double/secondary glazing or installation of new frames.

- b) Existing cast iron downpipes/rainwater goods exposed to public view shall be retained and refurbished wherever possible and details shall be submitted to and approved in writing by the Local Planning Authority prior to installation of any new downpipes/rainwater goods exposed to public view.

c) Prior to stonework cleaning a patch test should be done in a discrete area for inspection and approval in writing by the Local Planning Authority of the method for cleaning to be used elsewhere on the exterior of the building.

d) Existing stone lintels, cills and jambs on the exterior of the building shall be retained wherever possible and samples shall be made available on site for inspection and approval in writing by the Local Planning Authority prior to installation of any new lintels, cills and jambs.

e) Prior to installation of external lighting, alarm systems, aerials/satellite dishes and other accretions details of them shall be submitted to and approved in writing by the Local Planning Authority.

Reason for Condition:

To protect the character and appearance of the Bacup Town Centre Conservation Area and in the setting of Bacup Old Market Hall (a Listed Building), in accordance with Policy EM1 of the Regional Spatial Strategy for the NW of England (2008) and Policies 1 / 16 / 24 of the Rossendale Core Strategy DPD (2011).

- 3 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995, (Schedule 2, Part 1, Classes A to E and H), or any Order amending or revoking and re-enacting that Order, no alterations or extensions shall be undertaken to the dwelling(s) hereby permitted, or any garage, shed or other outbuilding erected (other than those expressly authorised by this permission).

Reason for Condition:

To protect the character and appearance of the Bacup Town Centre Conservation Area and in the setting of Bacup Old Market Hall (a Listed Building), in accordance with Policy EM1 of the Regional Spatial Strategy for the NW of England (2008) and Policies 1 / 16 / 24 of the Rossendale Core Strategy DPD (2011).

- 4 Prior to first occupation of any of the dwellings hereby permitted to make-good the footway (and associated kerb) running to the east and south sides of the application site using natural stone matching the existing.

Reason for Condition:

In the interests of pedestrian safety and to protect the character and appearance of the Bacup Town Centre Conservation Area and in the setting of Bacup Old Market Hall (a Listed Building), in accordance with Policy EM1 of the Regional Spatial Strategy for the NW of England (2008) and Policies 1 / 16 / 24 of the Rossendale Core Strategy DPD (2011).

- 5 Within 3 months of the date of this decision to cease the works hereby permitted unless and until a Section 106 Obligation has been entered into to secure a Traffic Regulation Order in the vicinity of the site in accordance with the terms of the attached Draft, unless a variation is first agreed in writing by the Local Planning Authority.

Reason for Condition:

To ensure that the residential units hereby permitted do not result in on-street parking that detracts from safety or obstructs/inconveniences other users of the highway, in accordance with the wishes of the Highway Authority, the Agent's email of 2/12/12 and Policies 1 / 24 of the Rossendale Core Strategy DPD (2011).

Summary of Reasons for Approval

The building forms a prominent and attractive presence within Bacup Town Centre Conservation Area and in the setting of Bacup Old Market Hall (a Listed Building), making it important to secure its re-use. The rear additions to be demolished do not make a positive contribution to the character and appearance of the building and area generally, and the other external alterations are considered necessary to facilitate the proposed use and are sympathetic to the building. Furthermore, the proposal will not unduly detract from the amenities of neighbours or highway safety. The proposal is considered to accord with Policies RDF1 / L4 / RT2 / RT4 / EM1 of the Regional Spatial Strategy for the NW of England (2008) and Policies 1 / 2 / 3 / 8 / 9 / 16 / 23 / 24 of the Rossendale Core Strategy DPD (2011).

Summary of the policies and proposals in the Development Plan(s) which are relevant to the decision

Development Plan

Regional Spatial Strategy for the NW of England (2008)

| | |
|-------------|--|
| Policy DP1 | Spatial Principles |
| Policy RDF1 | Spatial Priorities |
| Policy L1 | Health, Sport, Recreation, Cultural & Education Services Provision |
| Policy L4 | Regional Housing Provision |
| Policy L5 | Affordable Housing |
| Policy RT2 | Managing Travel Demand |
| Policy RT4 | Managing the Highway Network |
| Policy RT9 | Walking and Cycling |
| Policy EM1 | Integrated Enhancement & Protection of the Region's Environmental Assets |

Rossendale Core Strategy DPD (2011)

| | |
|----------|--|
| AVP2 | Area Vision for Bacup, Stacksteads, Britannia & Weir |
| Policy 1 | General Development Locations and Principles |
| Policy 2 | Meeting Rossendale's Housing Requirement |
| Policy 3 | Distribution of Additional Housing |
| Policy 4 | Affordable and Supported Housing |
| Policy 8 | Transport |

| | |
|-----------|---|
| Policy 9 | Accessibility |
| Policy 16 | Preserving & enhancing the Built Environment |
| Policy 19 | Climate Change & Low Carbon & Zero Carbon Sources of Energy |
| Policy 23 | Promoting High Quality Designed Spaces |
| Policy 24 | Planning Application Requirements |

Notes for Applicant

1. This decision requires works to the public highway. Only the Highway Authority, or a contractor approved by the Highway Authority, can carry out these works. Therefore, before any works to the highway can start you must contact the LCC District Highway Office, Willows Lane, Accrington, BB5 0RT and quote the planning application number.

Date: 18 December 2012

Development Control
Town Centre Offices
Rawtenstall, BB4 7LZ

Neil Birtles
Principal Planning Officer

Notes

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.

Appeal

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 in accordance with sections 78 and 79 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, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or from the web site 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.

Purchase Notices

If either the Local Planning Authority or the Secretary of State 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 provision of Part VI of the Town and Country Planning Act 1990.