

1994

23/12/96

Land at Kirkhill Farm  
Haslingden.

T H I S A G R E E M E N T is made the 23rd day of *December* One thousand nine hundred and ninety-six between ROSSENDALE BOROUGH COUNCIL of the Town Hall Rawtenstall Rossendale Lancashire ("the Council") of the first part TRAFFORD CENTRE DEVELOPMENTS LIMITED whose Registered Office is situate at Quay West Trafford Wharf Road Manchester M17 1PL ("Trafford") of the second part PEEL INVESTMENTS (NORTH) LIMITED whose Registered Office is situate at Quay West Trafford Wharf Road Manchester M17 1PL ("the Applicant") of the third part STATELY DEVELOPMENTS (ROCHDALE) LIMITED whose Registered Office is situate at The Gatehouse Fieldhouse Road Rochdale OL12 0AD ("the Developer") of the fourth part STATELY DEVELOPMENTS LIMITED whose Registered Office is situate at The Gatehouse Fieldhouse Road aforesaid ("Stately") of the fifth part and THE ROYAL BANK OF SCOTLAND PLC whose Registered Office is situate at 36 St. Andrew Square in the City of Edinburgh ("the Chargee") of the sixth 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 Applicant and received by the Council on 24th January 1995 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 First Schedule to this Agreement

(iv) "the Landscaped Area" means the area of landscaping which is the subject of the structural planting scheme shown on drawing no. 155.2.4A submitted with the Application or such other area as may be agreed by the Council the Applicant and the Developer prior to the dedication of the area as public open space and which is to be transferred to the Council under the provisions of Clause 5 below

(v) "the Permission" means the draft planning permission contained in the Third Schedule to this Agreement

- (vi) "the Plan" means the plan annexed to this Agreement
- (vii) "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) Trafford is the owner in fee simple in possession of so much of the Property as is shown coloured blue on the Plan and registered at H. M. Land Registry under title numbers LA32399 LA63467 LA477471 and LA479228 free from incumbrances
- (iii) The Developer is the owner in fee simple in possession of so much of the Property as is shown coloured pink on the Plan and registered at H. M. Land Registry under title number LA769630 free from incumbrances but subject to a Legal Charge dated 31st March 1995 made between the Developer of the one part and the Applicant of the other part
- (iv) So much of the Property as is shown hatched black on the Plan is subject to a Building Agreement dated 19th June 1991 in favour of Stately which is the subject of a General Equitable Charge created by a Mortgage dated 19th June 1991 made between Stately and the Chargee

- (v) Stately is the owner in fee simple in possession of so much of the Property as is shown uncoloured on the Plan
- (vi) By the Application the Applicant which is an associated Company of Trafford (Trafford and the Applicant both being wholly owned by Peel Holdings p.l.c.) has applied to the Council for planning permission to carry out the Development
- (vii) The Council has no objection in principle to the Development and is prepared to approve the same subject to appropriate conditions but requires Trafford the Applicant and the Developer to enter into the covenants hereinafter contained in this Agreement
- (viii) 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. Trafford and the Applicant with the intent to bind their respective successors in title and with the consent of Stately and the Chargee hereby jointly and severally covenant with the Council that they will pay to the Council the sum of Sixteen thousand four hundred and fifty pounds (£16,450.00) as a commuted figure towards the cost of maintenance of the Landscaped Area proposed to be created by the Development on so much of the Property as is owned by Trafford as aforesaid such payment to be made within twelve months of the completion of the said landscaped area

4. The Developer with the intent to bind the Developer's successors in title and with the consent of Stately and the Chargee hereby covenants with the Council that in the event that the sum or any part thereof required by the last preceding Clause to be paid should not be paid to the Council as aforesaid it will pay to the Council such sum or part thereof upon demand

5. Trafford with the intent to bind its successors in title hereby further covenants with the Council that it will dedicate every such part of the Landscaped Area as is within its ownership to the Council as public open space and that for a consideration of twenty pence it will if so required by the Council transfer to the Council at Trafford's

expense free from the hereinbefore recited Building Agreement and General Equitable Charge by way of a transfer substantially in the form of the draft transfer set out in the Fourth Schedule hereto the whole of its interest in the Landscaped Area

6. 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 Landscaped Area by the Applicant and/or the Developer 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 the Landscaped Area in a clean and tidy condition

7. The expressions "the Council" "Trafford" "the Applicant" "the Developer" "Stately" and "the Chargee" shall include their respective successors in title and assigns

8. Stately and the Chargee hereby respectively consent to the completion of this Agreement and acknowledge that from the date hereof so much of the Property as is subject to the hereinbefore recited Building Agreement and General Equitable Charge shall be bound by the restrictions and obligations contained herein

9. In this Agreement the words importing the

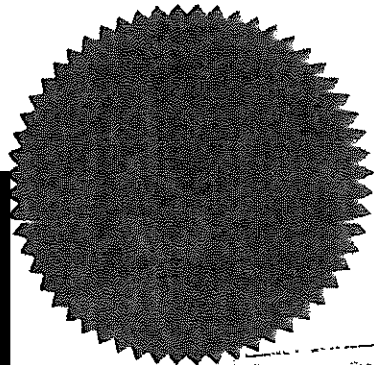
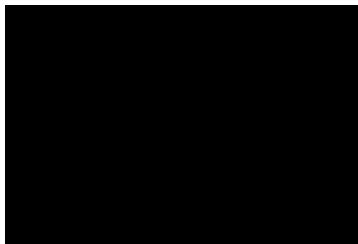
masculine gender shall be deemed to include the feminine and the singular to include the plural and vice versa unless the contrary as to gender or number is expressly provided or unless the same is inconsistent with the context and where the expression "the Applicant" or "the Developer" comprises two or more persons, firms or companies the Applicant's or the Developer's obligation as the case may be shall be construed as joint and several

10. The obligations hereby entered into by the Applicant and the Developer 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 Applicant shall make a contribution of £130.00 towards the Council's costs for the preparation and engrossment of this Agreement and shall reimburse the Council for any fees paid to H.M. Land Registry in connection therewith and shall pay the costs of the Developer Stately and the Chargee in connection therewith

IN WITNESS whereof the Council the Applicant and the Developer have caused their respective Common Seals to be hereunto affixed the day and year first before written

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



REGISTRY  
112352

THE COMMON SEAL of TRAFFORD )  
CENTRE DEVELOPMENTS LIMITED was )  
hereunto affixed in the presence )  
of:- )



DIRECTOR

DIRECTOR

THE COMMON SEAL of PEEL )  
INVESTMENTS (NORTH) LIMITED was )  
hereunto affixed in the )  
presence of:- )



DIRECTOR

DIRECTOR

THE COMMON SEAL of STATELY )  
DEVELOPMENTS (ROCHDALE) LIMITED )  
was hereunto affixed in the )  
presence of:- )



DIRECTOR

SECRETARY

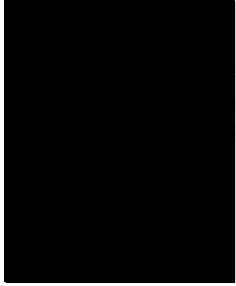
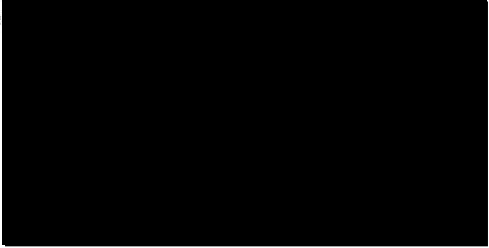
THE COMMON SEAL of STATELY )  
DEVELOPMENTS LIMITED was here )  
affixed in the presence of:- )



DIRECTOR

SECRETARY

SIGNED and Delivered as a deed )  
for and on behalf of THE ROYAL )  
BANK OF SCOTLAND PLC by a duly )  
authorised Attorney in the )  
presence )



ant  
f  
ed



## FIRST SCHEDULE

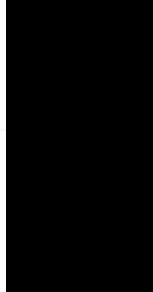
## The Property

The land at Kirkhill Farm Haslingden Rossendale  
aforesaid which is more particularly delineated and  
shown edged red on the Plan

## SECOND SCHEDULE

## The Development

The erection of thirty-six dwellings including  
associated roadworks, garaging, landscaping and open  
space



ROSSENDALE BOROUGH COUNCIL

Town and Country Planning Act 1990

PLANNING PERMISSION

PART 1 - PARTICULARS OF APPLICATION:

Application number: 95/035

Date received: 24th January 1995

Location of proposed development: Land at Kirk Hill Farm, Rake Foot, Haslingden, Rossendale

Particulars of proposed development:

ERECTION OF 36 NO DWELLINGS

Name and address of applicant:  
Peel Investments (North) Ltd  
Quay West  
Trafford Wharf Road  
Manchester M17 1PL

Name and address of agent:  
Peel Investments (North) Ltd  
Quay West  
Trafford Wharf Road  
Manchester M17 1PL

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 REASONS & NOTES

2. No part of the development hereby approved, shall commence until a scheme, the construction of the site access and off site works of highway improvement, has been submitted to and approved by the local planning authority in consultation with the highway authority. Reason: In order to satisfy the local planning authority and highway authority that the final details of the highway scheme/works are acceptable before work commences on site.
3. No part of the development hereby approved shall be occupied or opened for trading until the approved scheme referred to in condition 2 has been constructed and completed in accordance with the scheme details. Reason: In order that the traffic generated by the development does not exacerbate unsatisfactory highway conditions in advance of the completion of the highway scheme/works.
4. Prior to the commencement of the development hereby approved a scheme showing traffic calming measures for the proposed new access roads shall be submitted to and approved by the local planning authority in conjunction with the highway authority and thereafter the approved scheme shall be fully implemented as part of the overall construction of these roads. Reason: In the interests of highway safety.
5. Prior to the first occupation of any of the dwellings hereby approved, or at such other times as may be agreed in writing with the local planning authority in conjunction with the highway authority, the new access roads shall be completed to adoption standard. Reason: In the interests of highway safety.
6. No development whatsoever shall be begun until such time as details of all on-site and any necessary off-site drainage works (both foul and surface water) have been submitted to and approved by the local planning authority in conjunction with the Rossendale Drainage Office. Reason: In order to ensure that the application site is capable of being satisfactorily drained, both in relation to foul sewage and surface water run off, and that any necessary drainage works are properly provided including, where appropriate, off-site drainage infrastructure, in the interests of public health and the avoidance of any potential nuisance and threat to public health which inadequate on-or off-site drainage provision and infrastructure would represent, to the detriment of orderly and well-planned development.
7. None of the (dwellings) (buildings) hereby permitted shall be occupied until the drainage works referred to in condition no 6 have been carried out and satisfactorily completed in accordance with the plans submitted and approved pursuant to that condition. Reason: In order to ensure that the application site is capable of being satisfactorily drained, both in relation to foul sewage and surface water run-off, and that any necessary drainage works are properly provided including, where appropriate, off-site drainage infrastructure, in the interests of public health and the avoidance of any potential nuisance and threat to public health which inadequate on-or off-site drainage provision and infrastructure would represent, to the detriment of orderly and well-planned development.

12. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 there shall not at any time in connection with the development hereby permitted be erected or planted or allowed to remain upon the land hereinafter defined any building, wall, fence, hedge, tree, shrub or other device.

The visibility splay to be the subject of this condition shall be that land in front of a line drawn from a point 2.4 m measured along the centre line of the accessway to points measured 30 m in each direction along the nearer edge of the carriageway of the collector road from the centre line of the accessway, and shall be constructed and maintained at footway/verge level in accordance with a scheme to be agreed with the local planning authority in conjunction with the highway authority. Reason: To ensure adequate visibility at the junction between the accessway and collector road.

#### 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 16 August 1995.

2. For the avoidance of doubt it is hereby declared that this permission relates also to the additional plans received by the local planning authority on 6 May 1995, 27 June 1995 and 17 August 1995.

3. This permission shall only be read in conjunction with, and not separately from, the letter from the applicant/agent dated 16 August 1995 in relation to the accompanying planting outline specification.

4. The grant of planning permission does not entitle a developer to obstruct a right of way and any proposed stopping up or diversion of a right of way should be the subject of an order under the appropriate Act. Footpath 140 in the former Borough of Municipal Borough of Haslingden abuts the site.

A copy of the report from the County Surveyor & Bridgmaster is attached for information and compliance.

A copy of the report from the North West Water Authority is attached for information and compliance.

A copy of the report from the National Rivers Authority is attached for information and compliance.

The grant of planning permission will require the applicant to enter into an appropriate Legal Agreement, with the County Council as Highway Authority. The Highway Authority may also wish to implement their right to design all works within the highway related to this proposal. The applicant should be advised to contact the County Surveyor at PO Box 9, Guild House, Cross St., Preston PR1 8RD in the first instance to ascertain the details of such agreement & the information to be provided.

8. No development shall take place until samples of the proposed bricks and 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.

9. All planting, seeding or turfing comprised in the approved details of landscaping on site plan (drawing no 1/2) shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the local planning authority gives written consent to any variation. 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, and to screen the development.

10. All planting, seeding or turfing comprised in the approved details of landscaping on site plan (drawing no 155.2.4A) shall be carried out in the first planting and seeding seasons following the commencement of the development hereby approved; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the local planning authority gives written consent to any variation. 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, and to screen the development.

11. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 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.

FOURTH SCHEDULE

The Transfer

TRANSFER OF PART (new covenants rights and reservations)

DATED

199

TRAFFORD CENTRE DEVELOPMENTS

~~PEEL INVESTMENTS (NORTH) LIMITED~~

and

ROSSENDALE BOROUGH COUNCIL

TRANSFER

relating to

Land at Kirkhill Farm

Haslingden

Rossendale

Peel Holdings p.l.c.

Legal Department

Quay West

Trafford Wharf Road

Manchester

M17 1PL

H M LAND REGISTRY  
 LAND REGISTRATION ACTS 1925 - 1988  
 TRANSFER OF PART

County and District : Lancashire : Rossendale

Title Number : (1) LA 32399  
 (2) LA 63467  
 (3) LA 479228  
 (4) LA 477471

Property : Land at Kirkhill Farm Haslingden

Date :

1 DEFINITIONS

In this Transfer the following expressions will have the following meanings:

- 1.1 "the Perpetuity Period" means the period of eighty years from the date hereof
- 1.2 "the Plan" means the plan attached to this Transfer
- 1.3 "the Property" means the plot of land more particularly described in the First Schedule
- 1.4 "the Purchase Price" means the sum of twenty pence
- 1.5 "the Retained Land"



- 1.6 "the Rights Granted" means the rights liberties and easements set out in the Second Schedule hereto
- 1.7 "the Rights Reserved" means the rights liberties and easements set out in the Third Schedule hereto
- 1.8 "the Transferee" means ROSSENDALE BOROUGH COUNCIL of Town Hall Rawtenstall Rossendale Lancashire
- 1.9 "the Transferee's Covenants" means the covenants more particularly set out in the Fourth Schedule
- 1.10 "the Transferor" means ~~DEER INVESTMENTS~~ **TRAFFORD CENTRE DEVELOPMENT LIMITED** (Company Number 187724) whose registered office is at Quay West Trafford Wharf Road Manchester M17 1PL

2

INTERPRETATION

In this Transfer where the context so admits:

- 2.1 covenants by any party which comprise more than one person will be deemed to be joint and several and words importing persons will include firms companies and corporations and vice versa and where expressed in the singular will include the plural and vice versa and words of masculine gender will include the feminine and neuter gender and vice versa
- 2.2 references in this Transfer to a clause are unless the context otherwise requires references to a clause of this Transfer and references to a paragraph are unless the context otherwise requires references to a paragraph of a Schedule to this Transfer
- 2.3 references in this Transfer to a statute or a provision of a statute include any statute or provision of a statute amending consolidating or replacing it for the time being in force

- 2.4 any consent or approval of the Transferor required under this Transfer shall be required to be obtained before the act or event to which it applies is carried out or done and shall be effective only when the consent or approval is given in writing
- 2.5 the clause and paragraph headings in this Transfer and the Schedules hereto are for convenience only and do not affect its interpretation
- 2.6 the expressions "the Transferor" and "the Transferee" shall where the context so admits or requires include the respective successors in title of the Transferor and the Transferee

3 TRANSFER

In consideration of the payment of the Purchase Price by the Transferee to the Transferor (the receipt of which the Transferor hereby acknowledges) the Transferor as beneficial owner HEREBY TRANSFERS the Property to the Transferee TOGETHER WITH (so far as the Transferor has power to grant the same) the Rights Granted and EXCEPT AND RESERVING unto the Transferor and its successors and assigns and all persons authorised by them for the benefit of the Retained Land the Rights Reserved SUBJECT TO the matters contained or referred to in the Fifth Schedule

4 TRANSFEEE'S COVENANT

The Transferee hereby covenants with the Transferor

- 4.1 that the Transferee and its successors in title will at all times hereafter observe and perform the covenants restrictions stipulations declarations exceptions and reservations and other matters subject to which the Property is hereby transferred to the extent that they are still subsisting and capable of taking effect and the Transferor has a continuing liability in respect thereof and will keep the Transferor indemnified against all actions claims and demands in respect of any future non-observance or non-performance thereof
- 4.2 that the Transferee and its successors in title will at all times hereafter observe and perform the Transferee's Covenants so as to

bind the Property and each and every part thereof in to whosoever hands it may come and to benefit the Retained Land and each and every part thereof

4.3 will not transfer the whole or any part of the Property without;

4.3.1 procuring from the transferee a Deed of Covenant in favour of the Transferor in a form acceptable to the Transferor by which the transferee covenants with the Transferor to observe and perform the covenants subject to which the Property is hereby transferred; and

4.3.2 procuring that such Deed of Covenant shall include provisions to ensure that all further transfers of the Property or any part thereof shall include a covenant identical to this covenant

## 5

GENERAL PROVISIONS

It is hereby agreed and declared by the Transferor and the Transferee:

5.1 that the Transferor and the owners for the time being of the Retained Land or any part thereof may lease transfer or otherwise deal with the Retained Land either subject to or free from all or any of the covenants conditions and provisions herein contained or subject to any other covenants conditions and provisions and may release alter or vary any of the covenants conditions and provisions which may have been or may hereafter be inserted in any document in respect of the Retained Land without releasing the Transferee from any of the covenants conditions and provisions herein contained or giving to the Transferee any right of action in respect thereof and the Transferor will not in any way be bound by the plotting or general scheme of development of the Retained Land as may be shown on plans at any time prepared in regard to the Retained Land and the Transferor may from time to time alter such plotting or general scheme of development in such manner as the Transferor may think fit

5.2 that the Transferor and the owners or occupiers for the time being of any land or buildings adjoining or near to the Property who have derived their title thereto from or through

Transferor may at any time hereafter use erect rebuild or alter any land or buildings adjoining or near to the Property for any purpose to any extent and in any manner notwithstanding that the effect of the exercise of this power may be to destroy obstruct or interfere with any right of light or air acquired created or claimed by implication by this Transfer or by user or otherwise howsoever and for the time being appertaining or claimed to appertain to the Property or any part thereof or any building or erection thereon

6 CERTIFICATION OF VALUE

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds Sixty thousand pounds (£60,000)

IN WITNESS whereof this document has been executed by the parties hereto as a deed and delivered on the day and year first above written

THE FIRST SCHEDULE

"The Property"

The parcel of land shown edged red on the Plan being land at Kirkhill Farm,  
Haslingden, Rossendale

THE SECOND SCHEDULE

"The Rights Granted"

THE THIRD SCHEDULE

"The Rights Reserved"

THE FOURTH SCHEDULE

"The Transferee's Covenants"

- 1. Not to use the Property or any part or parts thereof for any other purpose than as [public open space] and not to erect on the Property or any part or parts thereof any buildings

THE FIFTH SCHEDULE

"Matters subject to which the Property is transferred"

All matters contained or referred to in the registered titles for the title numbers set out above in so far as such matters relate to or affect the Property

THE COMMON SEAL of PEEL INVESTMENTS (NORTH) LIMITED was hereunto affixed in the presence of:-

Director

Director

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