

THIS DEED is made the *twenty - fourth day of June* 2002

BETWEEN

- (1) **THE COUNCIL OF THE BOROUGH OF ROSSENDALE** The Town Hall
Rawtenstall Rossendale BB4 7LZ ("the Council") and
- (2) **GORDON BRIGGS** of Grane Mill Laneside Road Haslingden Rossendale Lancashire
("the Owner")

WHEREAS

- (1) The Council is the Local Planning Authority for the purposes of this Deed and the Act for the area within which the Land (as hereinafter defined) is situated
- (2) The Owner is the owner in fee simple in possession of the Land
- (3) The Owner has submitted the Planning Application (as hereinafter defined) for permission to develop the Land in the manner and for the uses set out in the Planning Application and the plans specifications and particulars deposited with the Council and forming part of the Planning Application particulars of which are set out in the Second Schedule hereto
- (4) The Council is minded to grant planning permission for the Development in accordance with the Planning Application but requires the Owner to enter into this Deed
- (5) The Council has agreed to grant the Planning Permission on the date hereof

NOW THIS DEED WITNESSETH as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed (including the recitals) unless the context requires otherwise the following words and expressions have the respective meanings set out below:

- 1.1.1 "the Act" means the Town and Country Planning Act 1990 (as amended by Section 12 of the Planning and Compensation Act 1991)
- 1.1.2 "Bed Spaces" means in relation to any dwelling constructed or permitted to be constructed pursuant to the Planning Permission or any renewal thereof and pursuant to a reserved matters approval relating thereto spaces within the bedrooms of that dwelling which are or would be available for the reasonable accommodation of a person for sleeping in a standard-size single or double bed
- 1.1.3 "the Commencement Date" means the date specified by the Owner in a written notice served upon the Council as the date upon which the Development is to be commenced or if no such notice is served the actual date upon which the Development was begun within the meaning of Section 56 of the Act but not including enabling works demolition site clearance exploratory boreholes or operations permitted by the Town and Country Planning (General Permitted Development) Order 1995 or any enactment or replacement thereof archaeological investigation investigation for contamination removal of contamination the diversion and laying of services the erection of means of enclosure for the purposes of site security or the display of advertisements and any digs works matters and operations to enable any of the foregoing to take place
- 1.1.4 "the Development" means the development of the Land in accordance with the Planning Application particulars of which are set out in the Second Schedule hereto
- 1.1.5 "the Land" means the freehold land described in the First Schedule hereto

- 1.1.6 “the Planning Application” means the application for planning permission for the development of the Land received by the Council on 25th September 2001 under reference number 14/2001/381 particulars of which are set out in the Second Schedule hereto
- 1.1.7 the Planning Permission” means the conditional planning permission to be granted in pursuance of the Planning Application in the form of the draft set out in the Third Schedule hereto
- 1.1.8 “the POS Commuted Sum” means the sum of One hundred and fifty pounds (£150.00) for every bed space which upon the occasion referred to in Clause 3.1 is provided or is capable of being provided in dwellings authorised to be constructed (whether or not they have then been constructed) pursuant to the Planning Permission or any renewal thereof and pursuant to a reserved matters approval relating thereto
- 1.2 The expressions “the Council” and “the Owner” shall include their respective successors in title and assigns unless the context otherwise requires
- 1.3 Words importing the singular number only include the plural number and vice versa and words importing the masculine gender only include the feminine and neuter genders and vice versa
- 1.4 References to a clause are (unless the context otherwise requires) to a clause of this Deed
- 1.5 The clause and paragraph headings in this Deed and the Schedules hereto are for convenience only and do not affect its interpretation
- 1.6 References to a statute or provision of a statute include any statute or provision of a statute amending consolidating or replacing it for the time being in force

2. ENABLING POWERS

- 2.1 This Deed is made in pursuance of Section 106 of the Act to the intent that it shall bind all interest in the Land into whosoever hands the same may come and the Owner and its successors in title and assigns and all persons claiming under or through it

3. OWNER'S COVENANTS

- 3.1 The Owner hereby covenants with the Council that subject to Clause 5.4 it will pay the POS Commuted Sum to the Council upon the first occupation for residential purposes of any dwelling then authorised to be constructed pursuant to the Planning Permission or any renewal thereof and pursuant to a reserved matters approval relating thereto
- 3.2 The Owner hereby further covenants with the Council that if any dwelling is constructed on the Land in excess of the number of dwellings authorised to be constructed as mentioned in Clause 1.1.8 the Owner will pay to the Council the sum of One hundred and fifty pounds (£150.00) for every bed space in such additional dwelling by way of an addition to the POS Commuted Sum upon the first residential occupation of that additional dwelling

4. COUNCIL'S COVENANTS

The Council hereby covenants with the Owner:-

- 4.1 to use the POS Commuted Sum and any addition thereto for the enhancement and improvement of existing Public Open Space at Victoria Park Helmshore aforesaid

whether by defrayal of expenditure directly or as an investment to generate income applied for these purposes or by any other accounting mechanism

- 4.2 that if the POS Commuted Sum or any addition thereto has not been so used (in whole or in part) within five (5) years from the date of its payment to the Council the Council shall refund to the person firm or company who paid to the Council the POS Commuted Sum or the addition thereto such part thereof as has not been so used by the Council

5. AGREEMENTS AND DECLARATIONS

- 5.1 If the Planning Permission shall expire before the Commencement Date or shall at any time be revoked this Deed shall forthwith determine and cease to have effect
- 5.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 5.3 No person shall be liable for a breach of covenant contained in this Deed after it shall have parted with all interest in the Land or the part in respect of which such breach occurs without prejudice to any liability for any subsisting breach of covenant prior to parting with such interest
- 5.4 For the purposes of Clauses 1.1.2 1.1.8 and 3.1 where more than one such reserved matters approval applies to any part of the Land the number of dwellings authorised to be constructed thereon shall be deemed to be the greatest number which might be constructed thereon if only one of such reserved matters approvals were implemented in full on that part
- 5.5 This Deed is a local land charge and shall be registered as such

- 5.6 The Council will upon the written request of the Developer at any time after the obligations set out in this Deed have been fulfilled issue written confirmation thereof and thereafter note accordingly all related entries in the Register of Local Land Charges
- 5.7 Where any certificate consent permission or approval is required to be given by the Council under this Deed such certificate consent permission or approval shall be in writing and will not be unreasonably withheld or delayed
- 5.8 This Deed shall take effect upon the Commencement Date
- 5.9 The obligations contained herein on the part of the Owner are planning obligations for the purposes of the said Section 106 and the Council is the Local Planning Authority by whom they are enforceable

6. NOTICES

- 6.1 Any notice to be given or made pursuant to this Deed shall be given or made by pre-paid special or recorded delivery post or by hand delivery addressed and sent or delivered to the party to be served at its address given at the beginning of this Deed or such other address as the party changing its address may from time to time notify the other or by facsimile transmission. Any such notice given or made by pre-paid special or recorded delivery post shall be deemed to have been duly given or made two (2) Working Days after the same was posted (and in proving such it shall be sufficient to prove that the envelope containing the same was posted) and if delivered by hand shall be deemed to have been duly given at the time of delivery and if given or made by facsimile transmission shall be deemed to have been given on the day of transmission if before 5 pm on a working day or failing this on the next working day

7. LEGAL COSTS

7.1 The Developer will pay the Council's legal costs in relation to this Agreement amounting to Two hundred pounds (£200.00) forthwith upon the execution of this Agreement

IN WITNESS whereof the parties hereto have executed this deed as a Deed the day and year first before written

THE FIRST SCHEDULE

The Land

ALL THAT freehold land at Albion Mill Helmshore Road Haslingden Rossendale Lancashire comprised in the title registered at H M Land Registry under Title Number LA 463182 as at 21st March 2002

THE SECOND SCHEDULE

The Development

Planning Application Reference 14/2001/381 received by the Council on 25th September 2001 made by the Owner for outline permission for residential development

THE THIRD SCHEDULE

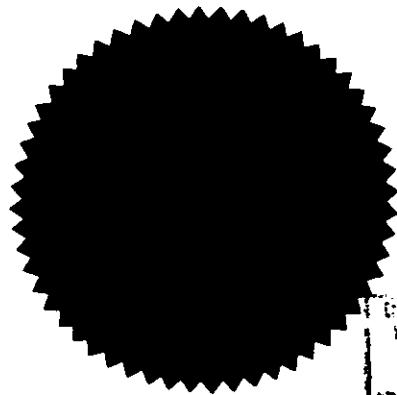
The Planning Permission

The draft annexed hereto

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

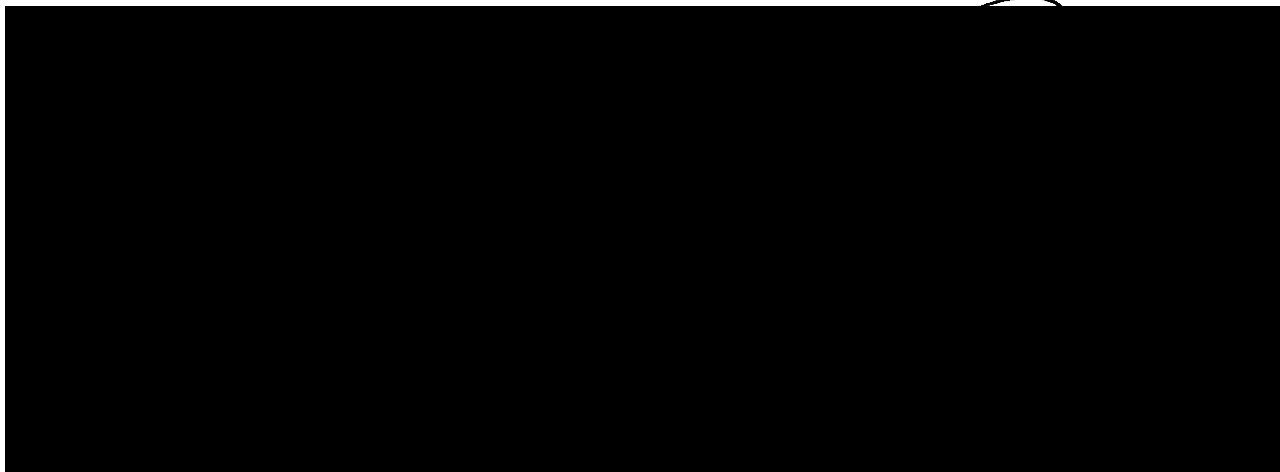


MAYOR



113672

SIGNED as a Deed and delivered by)
GORDON BRIGGS in the presence of:-)



TOWN AND COUNTRY PLANNING ACT 1990 (as amended)

OUTLINE PLANNING PERMISSION

PART 1 - Particulars of application:

Application no: 2001/381

Date received: 25th September, 2001

Particulars and location of development:

Outline: site for residential development, ~~40 no. two storey dwellings,~~ including means of access.
Albion Mill, Helmshore Road, Helmshore.

Name and address of applicant:

Mr. G. Briggs
Grane Mill
Off Bury Road,
Haslingden
Rossendale.

Name and address of agent:

Wolstenholmes
Stones House
Stones Lane
Todmorden
Lancs.

PART 2: Particulars of decision

The Rossendale Borough Council hereby give notice ~~that~~ in pursuance of the provisions of the Town and Country Planning Act 1990 that **OUTLINE 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. Application for approval of reserved matters must be made not later than the expiration of three years beginning with the date of this permission and the development must be begun not later than whichever is the later of the following dates:-

- a. The expiration of five years from the date of this permission: or
- b. The expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: Required to be imposed pursuant to section 92 of the Town and Country Planning Act 1990.

Continued

2. Before any development is commenced, approval shall be obtained from the local planning authority with respect to the reserved matters namely, siting, design, external appearance and landscaping. The landscaping proposals shall include all hard and soft landscaping features (as such including where appropriate screen or boundary walls and fences or other means of enclosure) and shall be fully implemented before the buildings are first occupied for the purposes of this permission or at such other time as may subsequently be agreed in writing with that authority. Any trees or shrubs becoming diseased, dying 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: This is an outline application only.

3. Prior to the approved access first being brought into use the existing site access shall be permanently closed and a kerbed footway built and constructed in accordance with details to be submitted to and approved by the local planning authority. Reason: In the interests of highway safety.

4. No development approved by this permission shall be commenced until a desk study has been undertaken and agreed by the local planning authority to investigate and produce an assessment of the risk of the potential for on-site contamination. If the desk study identifies potential contamination, a detailed site investigation should be carried out to establish the degree and nature of the contamination and its potential to pollute the environment or cause harm to human health. If remediation measures are necessary they will be implemented in accordance with the assessment and to the satisfaction of the local planning authority. Reason:
To ensure a safe form of development that poses no unacceptable risk of pollution.

J.Haines, Development Services Manager, Stubbylee Hall, Bacup, Lancs.
(See separate page for general information and guidance on post-decision procedures)

This office copy shows the state of the title plan on 21 MARCH 2002 at 11.08.54 it may be subject to minor distortions in scale.
Under s.113 of the Land Registration Act 1925, this copy is admissible in evidence to the same extent as the original.

Issued on 21 MARCH 2002

This title is dealt with by the
© Crown copyright. Produced by HMLR. Further reproduction in whole or part is prohibited without the prior written permission of Ordnance Survey. Licence Number GD272728.

H.M. LAND REGISTRY		TITLE NUMBER	
LA 463182			
ORDNANCE SURVEY PLAN REFERENCE	COUNTY LANCASHIRE	NATIONAL GRID SD 7821	SECTION
Scale: 1/1250		© Crown copyright 1973	

The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.

