

4003

**THIS DEED** is made the *sixth day of February* 2003

**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 First Owner")
- (3) **GMO AUCTIONS LIMITED** whose Registered Office is situate at Grane Mill Laneside Road Haslingden Rossendale Lancashire (the "Second 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 Second Owner is a company controlled by the First Owner
- (3) The First Owner is the owner in fee simple in possession of so much of the Land as is comprised in the title registered at H.M. Land Registry under Title Number LA 468870 and the Second Owner is the owner in fee simple in possession of so much of the Land as is comprised in the title registered at H.M. Land Registry under Title Number LA 850308
- (4) The First 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

- (5) The Council is minded to grant planning permission for the Development in accordance with the Planning Application but requires the First Owner and the Second Owner to enter into this Deed
- (6) 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 "an Approved Dwelling" means 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

1.1.3 "the Commencement Date" means the date specified by the First Owner or the Second 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 County 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 30<sup>th</sup> September 2002 under reference number 2002/497 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 thousand pounds (£1,000.00) for every Approved Dwelling which upon the occasion referred to in Clause 3.1 is provided or is capable of being provided (whether or not it has then been constructed) pursuant to the Planning Permission or any renewal thereof and pursuant to a reserved matters approval relating thereto

1.1.9 Working Day means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a Statutory Bank Holiday

1.2 The expressions "the Council" "the First Owner" and "the Second 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 First Owner and the Second Owner and their successors in title and assigns and all persons claiming under or through them

## **3. FIRST OWNER AND SECOND OWNER'S COVENANTS**

3.1 The First Owner and the Second Owner hereby covenant with the Council that subject to Clause 5.4 they 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 First Owner and the Second Owner hereby further covenant severally 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 First Owner or the Second Owner (as the case may be) will pay to the Council the sum of One thousand pounds (£1,000.00) for every such additional dwelling by way of an addition to the POS Commuted Sum upon the first residential occupation of that additional dwelling

3.3 The First Owner and the Second Owner hereby further covenant with the Council (and at the option of the Council) either:-

3.3.1 to transfer to the Council an unencumbered freehold title to the Public Open Space referred to in clause 4.1 on the Commencement Date with all necessary rights of access for the Council and its contractors and workmen for the purpose of the Council providing a children's play area within the said Public Open Space, or

3.3.2 to dedicate to the Council for the use of the public the said Public Open Space on the Commencement Date and to grant all necessary rights as referred to in clause 3.3.1

#### **4. COUNCIL'S COVENANTS**

The Council hereby covenants with the First Owner and the Second Owner:-

4.1 to use the POS Commuted Sum and any addition thereto for the provision and subsequent maintenance of an area of Public Open

Space amounting to 400 square metres within the Land and the construction on such Public Open Space of a children's play area 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) with 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 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 and 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 First Owner or the Second Owner 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

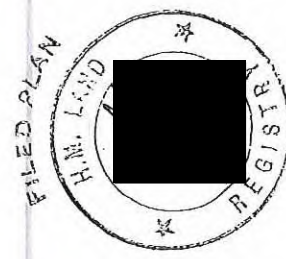
5.9 The obligations contained herein on the part of the First Owner and the Second Owner are planning obligations for the purposes of the said Section 106 and the Council is the Local Planning Authority by whom they are enforceable

## **6. NOTICES**

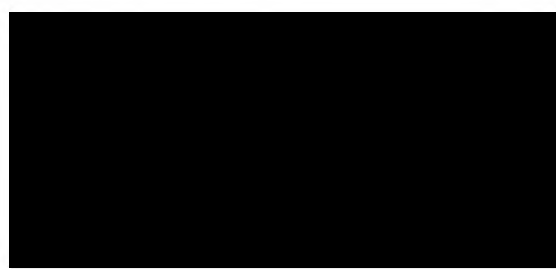
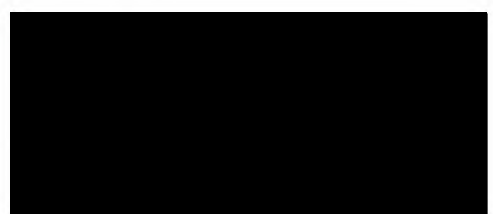
6.1 Any notice to be given or made pursuant to this Deed shall be given or made by pre-paid special or first class recorded delivery post or by hand delivery addressed and sent or delivered to the party to be served at its address given at the beginning of this Deed or such other address as the party changing its address may from time to time notify



H.M. LAND REGISTRY		TITLE NUMBER	
		LA 468870	
ORDNANCE SURVEY PLAN REFERENCE	SD 7922	SECTION	D
COUNTY	LANCASHIRE	DISTRICT	ROSSENDALE
© Crown copyright 1977			



SCALE 1:1250  
 EXTRACT FROM OS SHEET  
 © CROWN COPYRIGHT  
 ALL RIGHTS RESERVED  
 LICENCE NUMBER SR 100001832

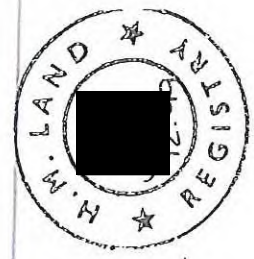
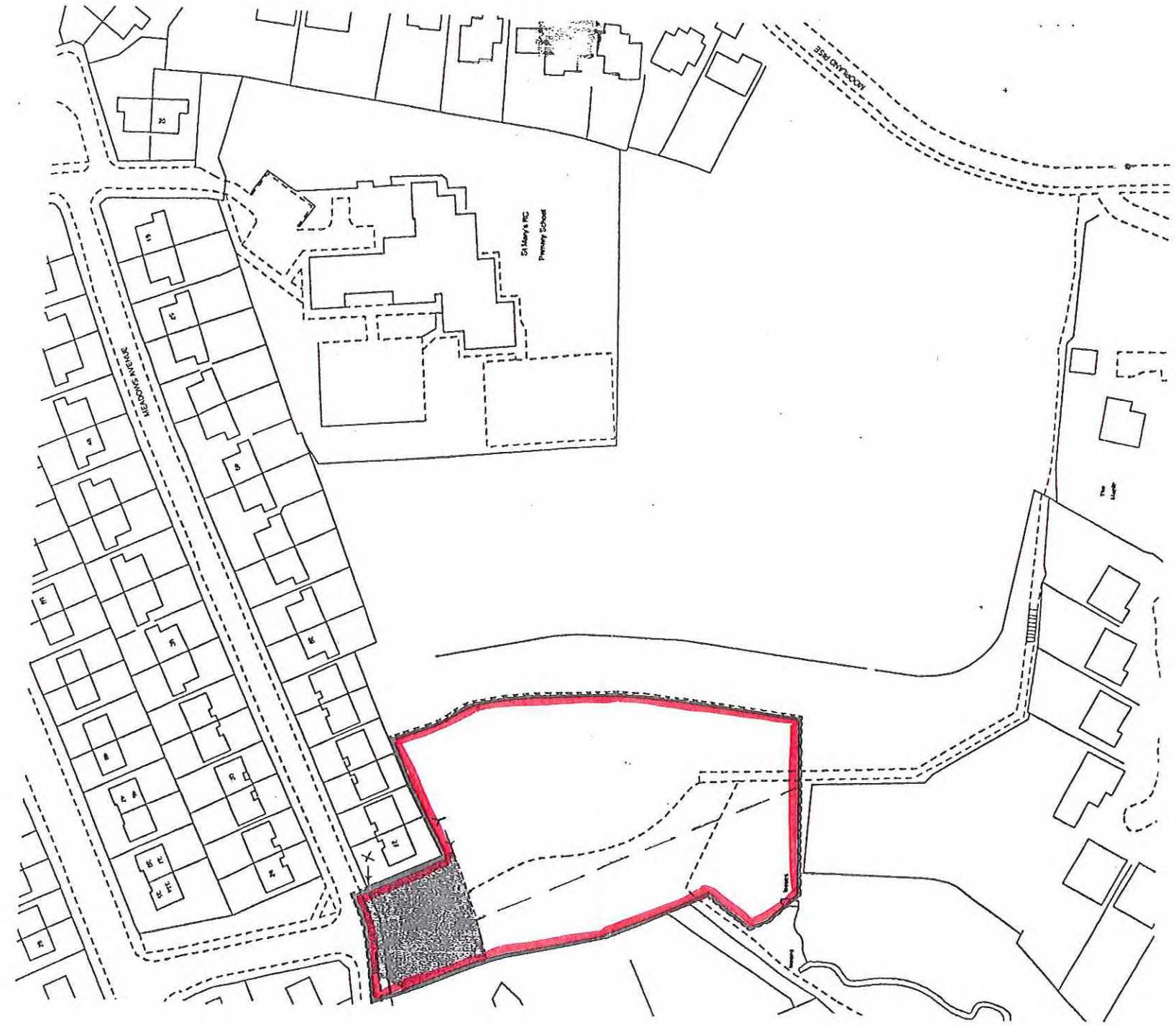


MAYOR

This office copy shows the state of the title plan on 13/1/03 at 00:00:00. 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 13/1/03  
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H.M. LAND REGISTRY		TITLE NUMBER <b>LA 850308</b>	
ORDNANCE SURVEY PLAN REFERENCE	SD 7922	Scale 1/1250	© Crown Copyright
COUNTY LANCASHIRE	ROSSENDALE DISTRICT		



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the other. 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 any such notice delivered by hand shall be deemed to have been duly given at the time of delivery

## **7. LEGAL COSTS**

7.1. The First Owner will pay the Council's legal costs in relation to this Agreement amounting to Five hundred pounds (£500.00) 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 Grane Mill and Meadows Avenue Haslingden Rossendale Lancashire comprised in the titles registered at H.M. Land Registry under Title Number LA 468870 and LA 850308 and more particularly shown edged red on the copy office copy filed plans annexed hereto relating to these titles

## **THE SECOND SCHEDULE**

### The Development

Planning Application Reference 2002/497 received by the Council on 30<sup>th</sup> September 2002 made by the First Owner for outline permission for residential development



THE THIRD SCHEDULE

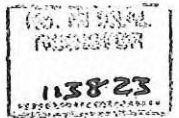
The Planing Permission

The draft annexed hereto

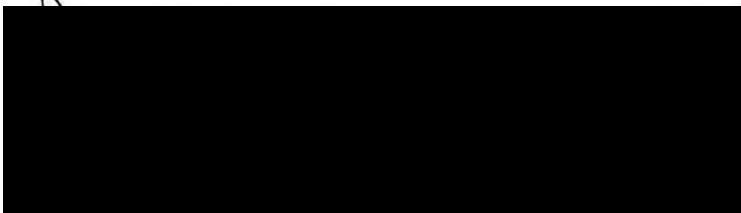
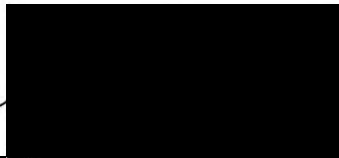
THE COMMON SEAL of THE BOROUGH COUNCIL OF ROSSENDALE was hereunto affixed in the presence of:-



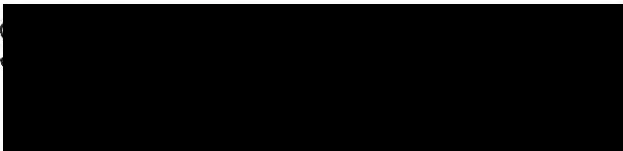
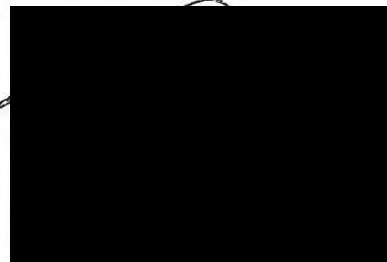
DATE



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



SIGNED as a Deed and delivered by GMO AUCTIONS LIMITED acting by two Directors or a Director and the Secretary in the presence of:-





DRAFT

# Rossendale Borough Council

## Town and Country Planning Act 1990

### Outline Planning Permission

PLA7530

Applicants Name : Mr G Briggs

Name & Address of Applicant / Agent :  
 Wolstenholmes  
 Stones House  
 Stones Lane  
 Todmorden  
 OL14 7JH

#### Part 1 - Particulars of Application

Date Received : 30 September 2002      Application No : 2002/497

Proposed works : ~~Demolition of existing buildings to form~~ Residential development (outline)

Location : LAND AT AND ADJOINING GRANE MILL MEADOWS AVENUE  
 HASLINGDEN ROSSENDALE

Grid Reference : (E)22900000(N)79150000

#### 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 **outline planning permission has been granted** for the carrying out of the development referred to in Part I hereof in accordance with the application and plans submitted **subject to the following conditions:**

- 1 Approval of the details of the siting, design and external appearance of the building(s), ~~the means of access thereto~~ and the landscaping of the site (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.  
 Reason : The application is in outline only and not accompanied by detailed plans.
- 2 Plans and particulars of the reserved matters referred to in condition 1 above, relating to the siting, design and external appearance of any buildings to be erected, and the landscaping and ~~means of access~~ of the site, shall be submitted in writing to the Local Planning Authority and shall be carried out as approved.  
 Reason : The application is in outline only and not accompanied by full and detailed plans  
*Application for approval of the reserved matters shall be made to the Local Planning Authority*
- 3 ~~The development permitted shall be begun~~ before the expiration of <sup>3</sup> five years from the date of this permission.  
 Reason : The condition is required by virtue of Section 92 of the Town and Country Planning Act 1990.
- 4 The development hereby permitted shall be begun either before the expiration of [five years] from the date of this permission, or before the expiration of [two years] from the date of approval of the last of the reserved matters to be approved, whichever is the later.  
 Reason : Required by Section 92 of the Town and Country Planning Act 1990



Application No :2002/497 (continued...)

- 5 No development approved by this permission shall be commenced until a scheme for the provision of surface water drainage works has been approved by the Local Planning Authority. The scheme shall be completed in accordance with approved plans before houses are built.

**Reason :** To ensure satisfactory provision is made for the completion of essential works to the drainage system and to avoid flooding in the locality.

- 6 No part of the development hereby approved shall commence until a scheme for the construction of the site access and the off-site works of highway improvement has been submitted to and approved by the Local Planning Authority in consultation with Lancashire County Council Highways Authority.

**Reason :** In order to satisfy the Local Planning Authority and Highways Authority that the final details of the highway scheme/works are acceptable before work commences on the site.

- 7 No part of the development hereby approved shall be occupied until the approved scheme referred to in condition 6 has been constructed and completed in accordance with the scheme details.

**Reason :** In order that the traffic generated by the developer does not exacerbate unsatisfactory highway conditions in advance of the completion of the highway scheme/works.

- 8 No development approved by this permission shall be commenced until a desk study has been undertaken and agreed in writing 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.

Note:

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. Public footpath No. 335 passes from through the site.

Date:

Stubblelee Hall, Bacup  
Lancs OL13 0DE

DRAFT

J.B. Haines  
Development Services Manager



Notes

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

**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 six months of the date of this notice. (Appeals must be made on a form which is obtainable from The Planning Inspectorate, 3/02 Kite Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN). 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 them, having regard to the statutory requirements.

**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.