

DATED 20th October 2004

ROSSENDALE BOROUGH COUNCIL

and

MR. IMAD ALDIN SAID AL-SAFFAR

AGREEMENT

under section 106 of the Town and Country Planning Act 1990
re: construction of one detached dwellinghouse with
attached garage at land adjoining 52 Peel Drive, Bacup
(Planning Permission 2003/722)

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RWL/SS/Z.12/213

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

THIS AGREEMENT is made the *twentieth* day of *October* Two thousand and four between ROSSENDALE BOROUGH COUNCIL of the Town Hall Rawtenstall Rossendale BB4 7LZ ("the Council") of the one part and IMAD ALDIN SAID AL-SAFFAR of [REDACTED] ("the Owner") of the other 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 and in the name of Croft View Homes and received by the Council on 10th November 2003 for permission for the Development
- (iii) "the Development" means the development referred to in the Second Schedule to this Agreement of the Property in the manner and for the uses set out in the plans, specifications and particulars deposited with the Council pursuant to the Application
- (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

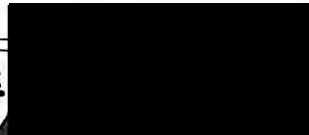
WHEREAS:

- (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 holds the freehold interest in the Property of which with other land he is the registered proprietor at H. M. Land Registry under title number LA841811
- (iii) By the Application planning permission to carry out the Development has been sought from the Council

- (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 enhancement or improvement of existing amenity/play space within the area of the former Borough of Bacup and that the Owner should contribute thereto
- (v) 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

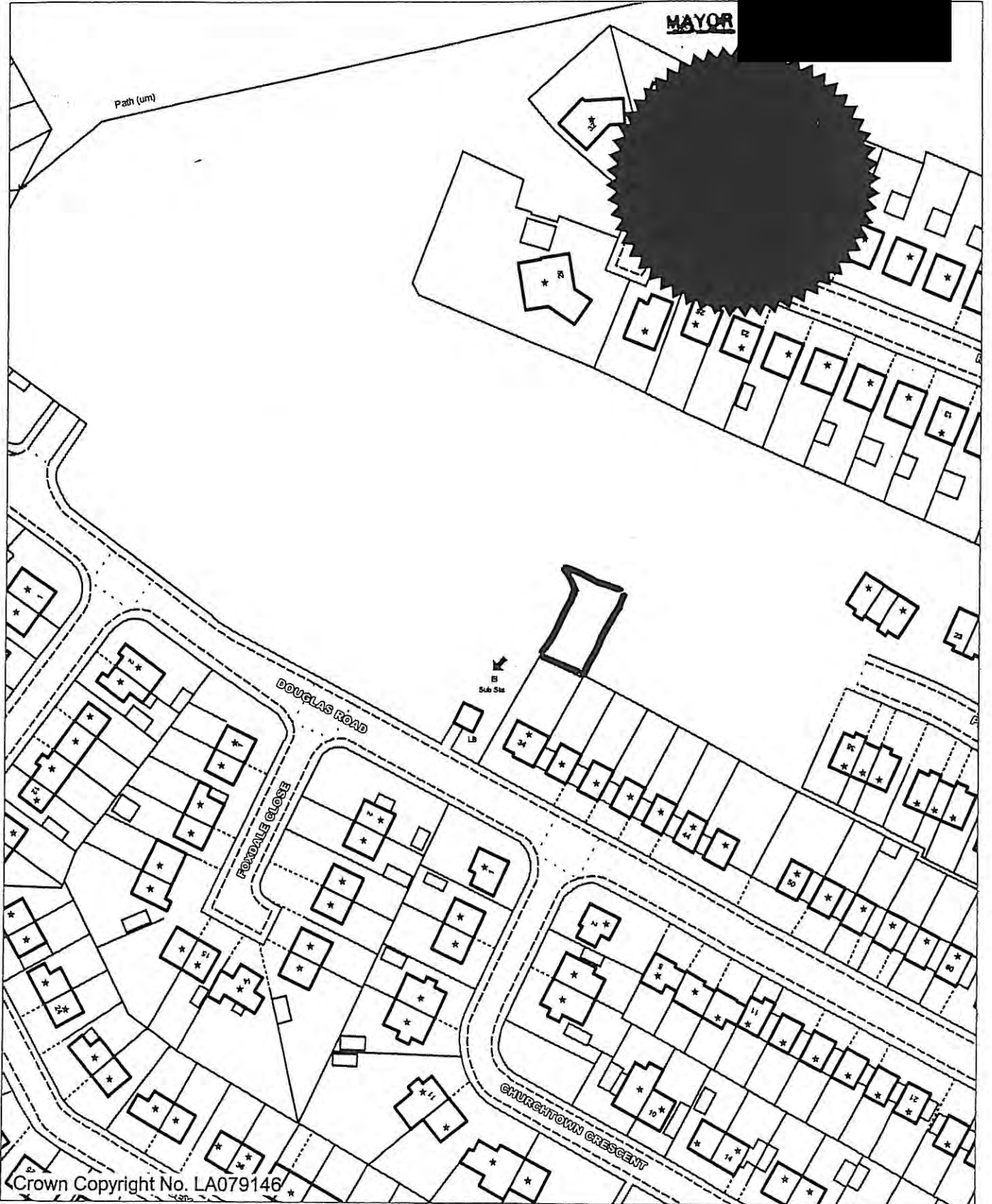
NOW THIS DEED WITNESSETH:

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 intent to bind himself and the Owner's successors in title hereby covenants with the Council that the Owner shall prior to the first residential occupation of the dwellinghouse referred to in the Second Schedule to this Agreement pay to the Council the sum of three thousand pounds (£3,000) ("the Contribution") which shall be applied by the Council to the enhancement or improvement of existing amenity/play space within the area of the former Borough of Bacup ("the Intended Purpose")
4. 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
5. (a) The Parties agree that the Contribution under the provisions of Clause 3 hereof is made strictly on the basis that the Council shall apply all sums received solely for



MAYOR

Path (un)



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Kate Grimshaw
Development Control



the Intended Purpose and will account to the party making the payment for the expenditure of such sum within a period of five years of receiving the same and will refund to the party making the payment any part or parts thereof not so expended solely for the Intended Purpose for which such payment is provided within that period together with simple interest thereon calculated at base rate from time to time

(b) The Parties agree and declare that the planning obligations contained in the Agreement dated 2nd October 1997 pursuant to the said Section 106 made between the Council(1) Rowthorne Developments Limited(2) The Co-operative Bank Plc(3) Keily Brothers Limited(4) shall be and are hereby discharged

6. The expressions "the Council" and "the Owner" shall 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 neuter 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, firms 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 Owner shall upon completion of this Agreement make the following payments to the Council:-
 - (i) a payment of £750 towards the Council's costs of drawing up preparing and engrossing this Agreement; and
 - (ii) the payment of a sum equivalent to the disbursements made by the Council in the course of preparing and engrossing this Agreement

FIRST SCHEDULE

The Property

Land at Peel Drive Bacup more particularly delineated and shown edged red on the Plan

SECOND SCHEDULE

The Development

Construction of one detached dwellinghouse with attached garage

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

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



[Redacted signature]

MAYOR

[Redacted signature]

[Redacted signature]

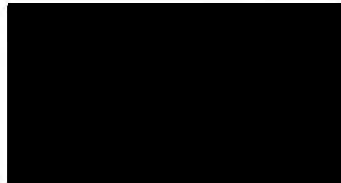
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No. of SEAL
PROCESSED
114349

[Redacted signature]

Rossendale Borough Council**Town and Country Planning Act 1990****Planning Permission**

PLA8448

Applicants Name : Croft View Homes Ltd**Notice Recipient :**
(Applicant/Agent)**Part 1 - Particulars of Application**

Date Received : 10/11/2003 **Application No :** 2003/722
Proposed works : Erection of two storey detached dwelling with attached garage
Location : 52 LAND DESIGNATED AS PUBLIC OPEN SPACE ADJACENT TO PEEL DRIVE BACUP
Grid Reference : (E)222800000(N)87500000

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 materials of 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 details approved.

Reason for this condition : To ensure a satisfactory appearance to the development and to accord with Policy DC4 of the Rossendale District Local Plan

- 3 Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 (or any order revoking and re-enacting that Order) the garage shall not be used for any purpose which would preclude its use for the parking of a motor car.

Reason for this condition : The retention of the parking space within the site is important in terms of amenity and highway safety.

Summary of Reasons for Approval

- 1 The proposal will not have an adverse impact on the surrounding area and accords with Policy DS.1, DC.1, DC.3 & DC.4 of the Rossendale District Local Plan.

Summary of Policies in Development Plans

Local Plan

DC1	Development Criteria
DC3	Public Open Space
DC4	Materials
DS1	Urban Boundary

Note:

Date:

Stubbylee Hall,
Bacup
Lancs OL13 0DE

Brian Sheasby
Development Control Manager