

# BOROUGH OF ROSSENDALE

## INTERDEPARTMENTAL MEMORANDUM

My ref      RWL/SS/Z.12/177  
               Mr. R. W. Lester

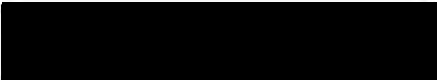
Your ref

14th May 2002,

**TO:    BOROUGH TREASURER**  
**DIRECTOR OF COMMUNITY SERVICES**

**DUCKWORTH CLOUGH MILL, CLOUGH END ROAD, HASLINGDEN.**  
**PLANNING APPLICATION NO. 2001/003.**

I attach for your information a copy of a memorandum and enclosure which I have today forwarded to the Director of Development and Environmental Services.

  
R. W. Lester,  
Assistant Solicitor.



# BOROUGH OF ROSSENDALE

## INTERDEPARTMENTAL MEMORANDUM

My ref       RWL/SS/Z.12/177  
              Mr. R. W. Lester

Your ref     BSS/GM/2001/003

14th May 2002,

TO: DIRECTOR OF DEVELOPMENT AND ENVIRONMENTAL SERVICES

**DUCKWORTH CLOUGH MILL, CLOUGH END ROAD, HASLINGDEN.  
PLANNING APPLICATION NO. 2001/003.**


I refer to the memorandum of 8th November 2001, received by the Borough Solicitor on 13th November 2001 and the e-mail of 13th instant from the Borough Solicitor and Secretary's Secretary to your Secretary.

I attach for your records a copy of the completed Agreement under Section 106 of the Town and Country Planning Act 1990. Please note that this provides for £10,000 to be paid to the Council upon the first occupation of any dwellinghouse built pursuant to the planning permission to be issued herein or any renewal thereof.

The money is to be applied to upgrading facilities at Worswick Park.

Please monitor progress with the development and acting in liaison with the Director of Finance ensure that the money is paid when it becomes due.

This memorandum and its enclosure are being copied to the Borough Treasurer and the Director of Community Services.

  
R. W. Lester,  
Assistant Solicitor.



DATED

13<sup>th</sup> May

2001

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**ROSSENDALE BOROUGH COUNCIL**

**And**

**TIMBERFORM LIMITED**

**And**

**HURSTWOOD PROPERTIES U.K. LIMITED**

**And**

**NATIONAL WESTMINSTER BANK PLC**

**A G R E E M E N T**

**Pursuant to S.106 of the Town and Country Planning  
Act 1990 (as amended)  
Relating to Land at Duckworth Clough Mill,  
Haslingden (Planning Application  
Registration No. 14/2001/003)**

**WIDDOWS MASON  
SOLICITORS  
20 KING STREET  
LEIGH WN7 4LR**

**THIS AGREEMENT** is made the *thirteenth* day of *May* 2002  
BETWEEN (1) ROSSENDALE BOROUGH COUNCIL C/O The Chief Executive's  
Department, Council Offices, Town Hall, Rossendale, BB4 7LZ ("the Council") (2)  
TIMBERFORM LIMITED whose Registered Office is situate at Clough End Road,  
Haslingden, Rossendale, BB4 5AP ("the Applicant") (3) HURSTWOOD  
PROPERTIES U.K. LIMITED whose Registered Office is situate at Hurstwood  
Court, New Hall Hey Road, Rossendale, BB4 6HR ("the Company") (4) NATIONAL  
WESTMINSTER BANK PLC whose address for service is PO Box 35, 2nd Floor, 35  
Fishergate, Preston, PR1 2GU ("the Mortgagee")

**W H E R E A S**

- (1) The Council is the local planning authority for the purposes of the Town and  
Country Planning Act 1990 (as amended) ("the Act") in the Borough of  
Rossendale
- (2) Worswick Park is within the said Borough and is a public park owned and  
maintained by the Council
- (3) The Company is the registered proprietor of the freehold land and premises  
known as Duckworth Clough Mill Haslingden ("the Property") within the said  
Borough registered at H.M. Land Registry under Title Number LA438350
- (4) The Mortgagee has a Legal Charge ("the Legal Charge") on Title Number  
LA438350 dated the 1st day of August, 2001 granted by the Company
- (5) The Applicant has applied to the Council for the renewal of outline planning  
permission reference number 1997/524 for residential development of the  
Property by the Planning Application 14/2001/003

**NOW THIS AGREEMENT WITNESSETH**

1. **THIS AGREEMENT** is entered into by the Council pursuant to Section 106 of the Act and all other powers enabling
2. **UPON** completion of this Agreement the Council will issue to the Applicant planning permission for the development under Application No. 14/2001/003
3. **THE** Company for itself and its successors in title hereby covenants with the Council with the intent to bind itself and all persons or others deriving title to the Property or any part thereof from it and with the consent of the Mortgagee that payment is made to the Council of a financial contribution of TEN THOUSAND POUNDS (£10,000.00) towards the upgrading of facilities at Worswick Park. The payment shall be made upon the first occupation of a dwellinghouse to have been erected under the planning permission or any renewal thereof
4. **THE** covenant contained in this Agreement is a planning obligation for the purpose of Section 106 of the Act and the local planning authority by whom it is enforceable is the Council
5. **NOTHING** in this Agreement either express or implied shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as a Local Authority and the rights powers duties and obligations of the Council under all public and private statutes bye-laws and regulations may be fully and effectually exercised as if the Council had not entered this Agreement
6. **THE** Mortgagee hereby consents to the completion of this Agreement and acknowledges that from the date hereof the Property shall be bound by the restrictions and obligations contained herein
7. **NOTWITHSTANDING** the terms contained herein the parties hereto agree that the Mortgagee shall only be liable for any breach of any provisions of this



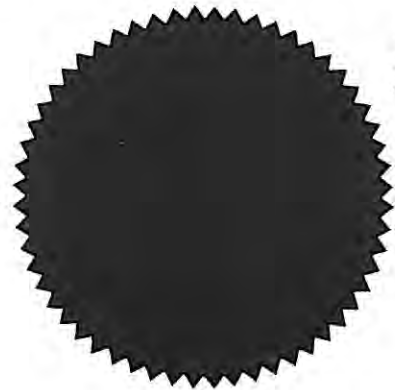
Agreement during such periods (if any) as it is a mortgagee in possession of the land and then only if it shall have caused such breach to have been occasioned and provided further for the avoidance of doubt that it shall not in any event be liable for any breach of this Agreement arising prior to it becoming a mortgagee in possession of the land regardless of whether or not such pre-existing breach shall continue for any period during which it is a mortgagee in possession of the land

8. **THE** Company shall make a contribution of £166.00 towards the Council's costs for the preparation and engrossment of this Agreement and shall reimburse to the Council any fees paid to H.M. Land Registry in connection herewith and shall pay the Mortgagee's costs in connection herewith

**IN WITNESS** whereof the Council the Applicant the Company and the Mortgagee have executed this Agreement as a Deed the day and year first before written

**THE COMMON SEAL** of  
**ROSSENDALE BOROUGH**  
**COUNCIL** was affixed to this Deed in  
the presence of:-

Mayor

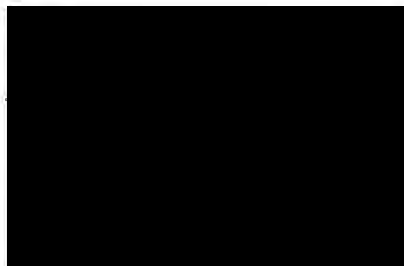


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**SIGNED AS A DEED** by  
**TIMBERFORM LIMITED** acting  
by:-

Director

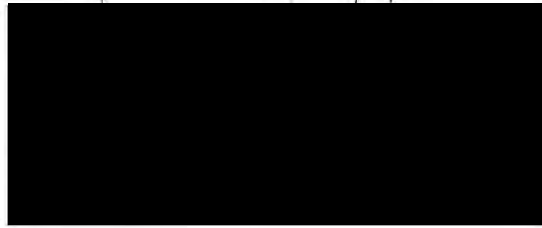
Secretary



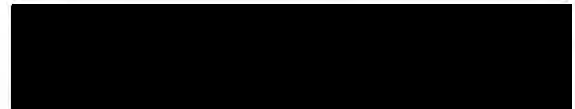
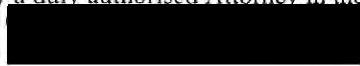
**SIGNED AS A DEED** by  
**HURSTWOOD PROPERTIES U.K.**  
**LIMITED** acting by:-

Director

Secretary



**SIGNED AND DELIVERED AS A DEED**  
for and on behalf of **NATIONAL WESTMINSTER**  
**BANK PLC** by a duly authorised Attorney in the  
presence of:-



Witness signature – Bank Employee