

DATED

3rd May 1991

ROSSENDALE BOROUGH COUNCIL

AND

BARRY CHARLTON

AGREEMENT

under Section 106 of the Town and Country Planning
Act, 1990

re : land at Milne Street, Irwell Vale

J.K. Tradewell,
Borough Solicitor,
Rossendale Borough Council,
Town Hall,
RAWTENSTALL BBA 7LZ

T H I S A G R E E M E N T is made the 3rd
day of May One thousand nine hundred and
Ninety-one BETWEEN ROSSENDALE BOROUGH COUNCIL of the
Town Hall Rawtenstall Rossendale Lancashire
(hereinafter called "the Council") of the one part and
BARRY CHARLTON of [REDACTED]
[REDACTED] (hereinafter called
"the Developer") of the other part

WHEREAS:

- (1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area within which the land hereinafter described is situated
- (2) By virtue of an Agreement dated the 9th day of September 1986 the Council is responsible for the discharge in its area of certain functions of the Lancashire County Council in their capacity as Highway Authority under the Highways Act 1980 for the area within which the land hereinafter described is situated
- (3) The Developer is seised for an estate in fee simple in possession of the land situate at Milne Street Irwell Vale aforesaid (hereinafter called "the land") shown edged blue on the attached plan
- (4) The Developer has submitted an application to the Council for planning permission to develop the land by a change of use of the former engine house thereon to a craft workshop (mail order) with living accommodation above
- (5) The Council is of the opinion that in the event of

the land being developed in accordance with the said application it is desirable that the roads in Irwell Vale aforesaid known as Bowker Street and Milne Street and the bridge known as Ogden Bridge in Irwell Vale aforesaid be improved and adopted by the Council as highways maintainable at the public expense

(6) The Council's Development Control Sub-Committee on the 23rd day of November 1990 considered the said application under reference 14/90/616 and resolved that this Agreement be completed

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made pursuant to section 106 of the Town and Country Planning Act 1990 section 111 of the Local Government Act 1972 and all other powers statutory or otherwise
2. (i) The Developer hereby covenants with the Council that on the signing of this Agreement he will pay the sum of £6,500 to the Council as a contribution towards the Council's costs of making up and adopting as highways maintainable at public expense either or both of or any part of the roads in Irwell Vale aforesaid known as Bowker Street and Milne Street (hereinafter called "the roads") shown edged red on the attached plan or of improving to adoption standard the bridge known as Ogden Bridge in Irwell Vale aforesaid (hereinafter called "the bridge")

(ii) The Council hereby covenants with the

Developer that if no part of the roads is adopted as a highway maintainable at the public expense within five years from the date of this agreement and if the bridge is not improved to adoption standard within a like period it will repay to the Developer the sum of £6,500 paid by the Developer under Clause 2(1) above together with compound interest at the National Westminster Bank plc base rate for the time being with yearly rests

(iii) For the purposes of this Agreement the expression "adoption standard" means a standard of repair in which the said Highway Authority would be prepared to undertake full responsibility for the future maintenance and upkeep of the bridge

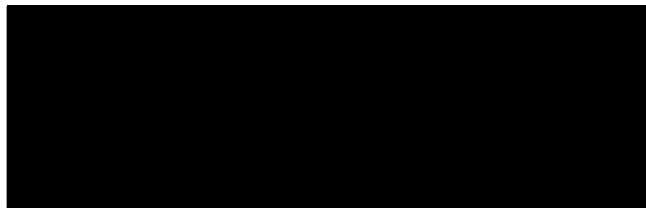
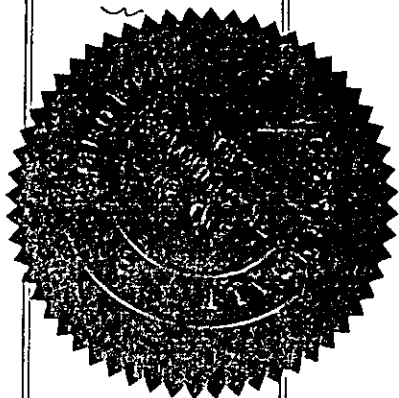
3. Nothing in this Agreement shall be construed as imposing any duty or obligation on the Council to adopt the roads or the bridge or to carry out any works of maintenance or improvement to the roads or the bridge

4. The Developer shall make a contribution of £55 towards the Council's costs for the preparation and engrossment of this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Developer has signed this Agreement as his deed in the presence of

the person mentioned below the day and year first
before written

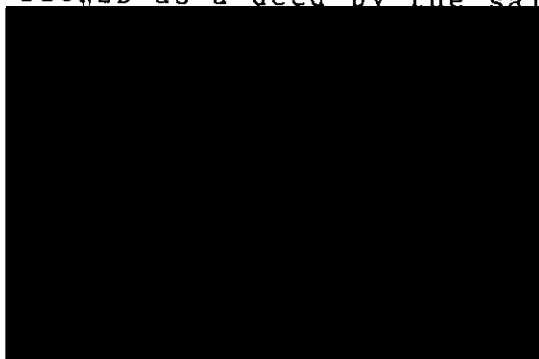
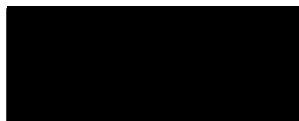
THE COMMON SEAL of ROSSENDALE)
BOROUGH COUNCIL was hereunto)
affixed in the presence of:-)

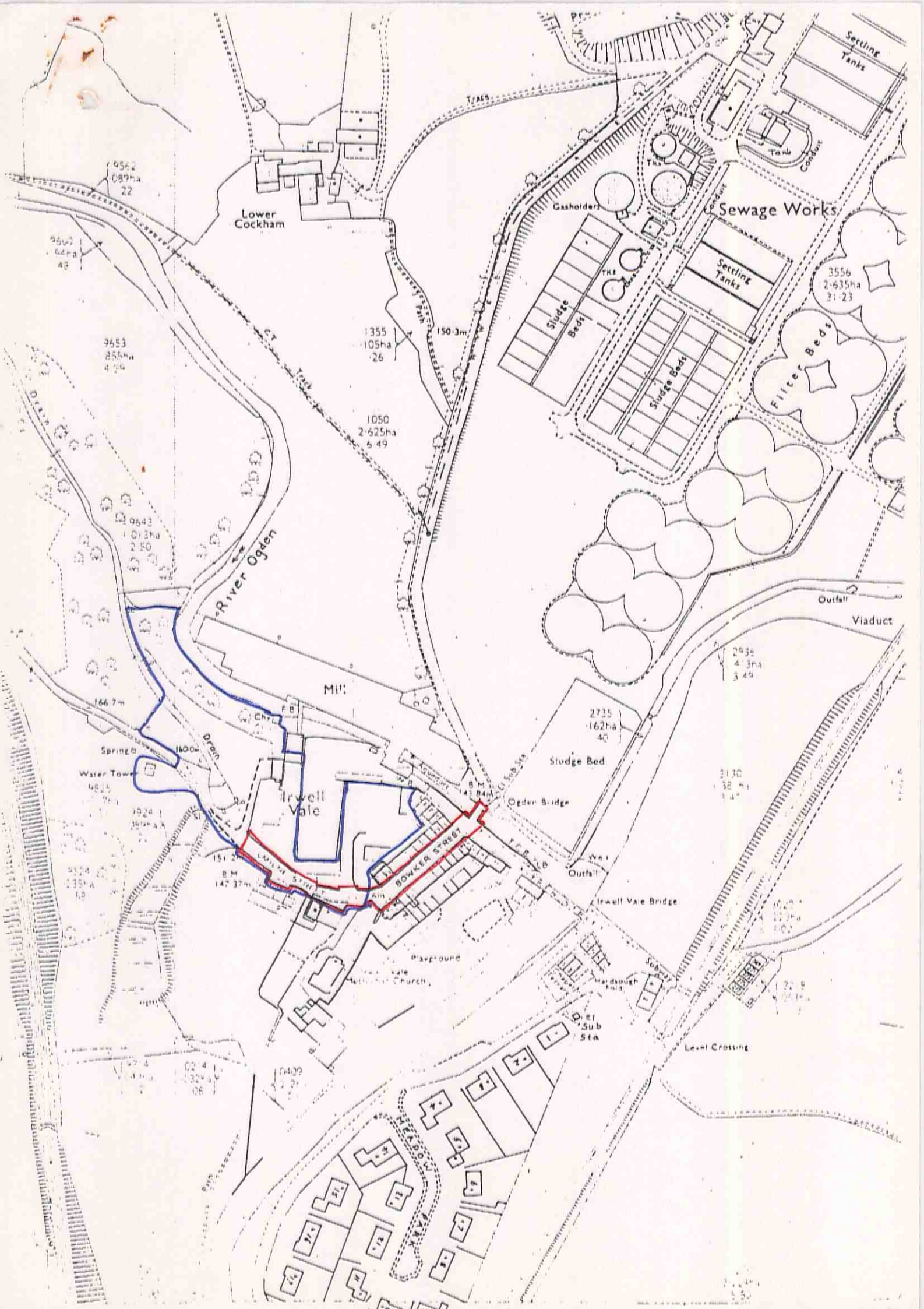


Mayor

No. IN SEAL
REGISTER
110507

SIGNED as a deed by the said
[redacted] nce)





9562
089ha
22

9563
64ha
42

9553
855ha
444

9642
1013ha
250

9524
139ha
304

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Lower
Cockham

River Ogden

MILL

Irwell
Vale

BOWKER STREET

Playground
Irwell Vale
Methodist Church

Gasholders

Sewage Works

Sludge
Beds

Sludge
Beds

Filter
Beds

3556
12635ha
3123

Outfall

Viaduct

2735
162ha
40

Sludge Bed

Ogden Bridge

Well

Outfall

Irwell Vale Bridge

Walsough
Eas

Sub
Sta

Level Crossing

2036
43ha
340

3130
132ha
340

3030
132ha
340

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