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DATED 25th March 1992

ROSSENDALE BOROUGH COUNCIL

and

THE NORTH BRITISH HOUSING ASSOCIATION LIMITED

A G R E E M E N T

under Section 106 of the Town and Country Planning
Act 1990 re unnamed street off Church Street, Crawshawbooth

RWL/AG/Z.12/87

J.K. TRADEWELL,
Borough Solicitor,
Rossendale Borough Council,
Town Hall,
RAWTENSTALL, Rossendale.
BB4 7LZ

T H I S A G R E E M E N T is made the 25th
day of March . One thousand nine hundred and
Ninety-two BETWEEN ROSSENDALE BOROUGH COUNCIL of the
Town Hall Rawtenstall Rossendale Lancashire
(hereinafter called "the Council") of the one part and
THE NORTH BRITISH HOUSING ASSOCIATION LIMITED whose
registered office is situate at 4 The Pavilions
Portway Preston Lancashire PR2 2YB (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) By a contract of even date herewith made between the parties hereto the Developer has agreed to purchase from the Council an estate in fee simple in possession free from incumbrances of the land situate at Church Street Crawshawbooth Rossendale aforesaid (hereinafter called "the land") shown edged

red on the attached plan

(4) The Developer has submitted an application to the Council for planning permission to develop the land by the erection thereon of thirty-three dwellings

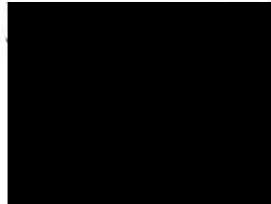
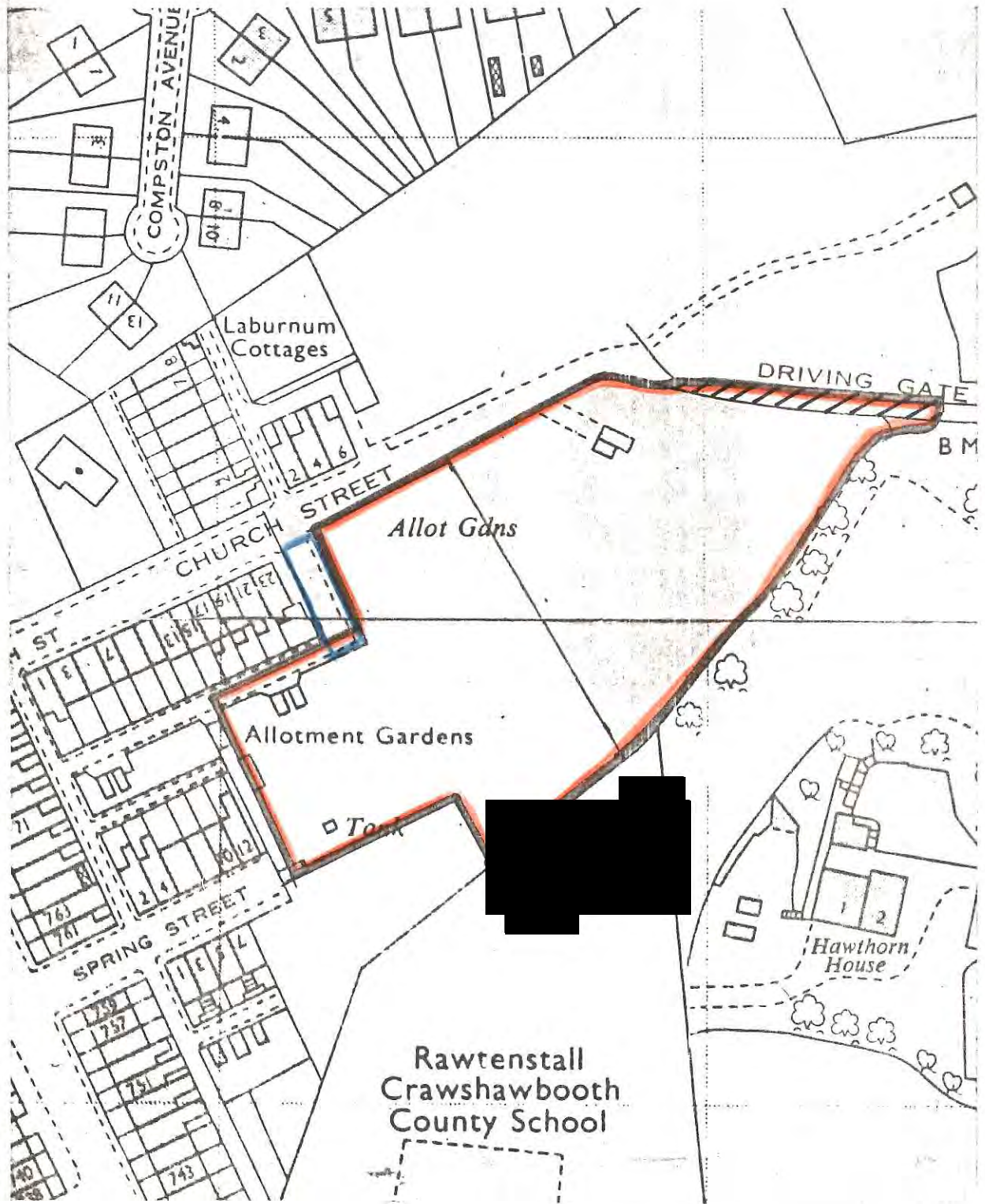
(5) The Council is of the opinion that in the event of the land being developed in accordance with the said application it is desirable that the unnamed street (hereinafter called "the highway") running from its junction with Church Street aforesaid in a south-easterly direction alongside the premises situate at and numbered 23 Church Street aforesaid and shown edged blue on the said attached plan being a highway forming an access road to the said land be improved to adoption standard prior to any of the proposed dwellings being occupied as a residence

(6) The Council's Development Control Sub-Committee on the 24th day of February 1992 considered the said application under reference 14/91/648 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 as substituted by the Planning and Compensation Act 1991 and all other powers statutory or otherwise
2. This Agreement shall have effect from the granting of planning permission (subject to conditions or otherwise) for the development proposed in the said

PLAN REFERRED TO



MAYOR

SD 8126

BOROUGH
OF
ROSSENDALE

Land at Church Street, Crawshawbooth

scale 1:1250.
date Feb. 1992.
drawn J. M. C.

P. J. Cunliffe B.S.c., C.Eng., F.I.C.E., F.B.I.M.
Borough Engineer and Planning Officer,
Stubbylee Hall, Bacup Lancashire OL13 ODE Bacup 874333

application under reference 14/91/648 and is entirely without prejudice to the right of the Council to refuse to grant planning permission

3. The Developer with the intent to bind the Developer's successors in title hereby covenants with the Council that it will at its own expense sewer level pave metal flag channel make good and light the highway to adoption standard and to the satisfaction of the Council and the Highway Authority for the time being prior to any of the proposed dwellings being occupied as a residence

4. For the purposes of this Agreement the expression "adoption standard" means a standard of repair in which the Highway Authority for the time being would be prepared to undertake full responsibility for the future maintenance and upkeep of the highway and adopt the same as a highway maintainable at the public expense

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

6. The expressions "the Council" and "the Developer" shall include their respective successors in title and assigns

7. In this Agreement words importing the masculine

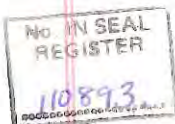
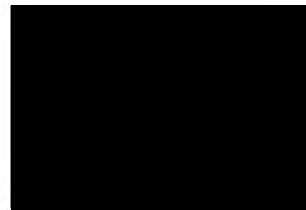
gender shall be deemed to include the feminine and the singular to include the plural and vice versa unless the contrary as to gender or number is expressly provided or unless the same is inconsistent with the context and where the expression "the Developer" comprises two or more persons, firms or companies the Developer's obligation shall be construed as joint and several

8. The obligations hereby entered into by the Developer 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 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:-



THE COMMON SEAL of The North British Housing Association Limited)
was hereunto affixed in the)
presence of:-)



Authorized Signatory

