

BOROUGH OF ROSSENDALE

INTERDEPARTMENTAL MEMORANDUM

My ref RWL/SS/Z.12/193
 Mr. R. W. Lester

Your ref

21st April 2004,

TO: JOHN EMMETT, ESQ., SENIOR ACCOUNTANCY ASSISTANT

**LAND AT BRITANNIA MILL, HASLINGDEN.
TOWN AND COUNTRY PLANNING ACT 1990 – SECTION 106.
PLANNING APPLICATION NUMBER 2002/348.**

I enclose for your records a copy of the completed unilateral undertaking.

Also enclosed for your information is plan No. 2/RWL showing which parcels of land were owned by Dale Winfield and which were owned by Winfield Shoe Company Limited.

In summary, the undertaking is as follows:-

1. For the first year after the change of use is commenced, there must be an hourly bus service on Saturdays and Sundays between Britannia Mill and Hazel Mill. If loadings are less than 50% it may be discontinued after a year. If the developer defaults, he must pay £12,750 to the Council.
2. Winfield Shoe Company Limited will donate land for a cycle path within a month of demand after the development begins.
3. The owners will in any event pay £20,000 within one month of commencement of development for upgrading the two nearest bus stops.

I have asked Development Control (Mr. Daniel Hartley) to monitor commencement of the development with a view to enforcing the undertaking.

Richard W. Lester,
Head of Legal Service.

Rosendale Borough Council
Striving for 8 X 8 by 2008

O.S.
Charge No
3/328

NOTE TO MR. V.I. HINDLEY, LAND CHARGES/ADMIN. OFFICER

FROM RICHARD LESTER, HEAD OF LEGAL SERVICES

Reg. 23.4.04
uu

LAND AT BRITANNIA MILL, HASLINGDEN.
TOWN AND COUNTRY PLANNING ACT 1990 – SECTION 106.
PLANNING APPLICATION NUMBER 2002/348.

O.S.
22/b
23/b

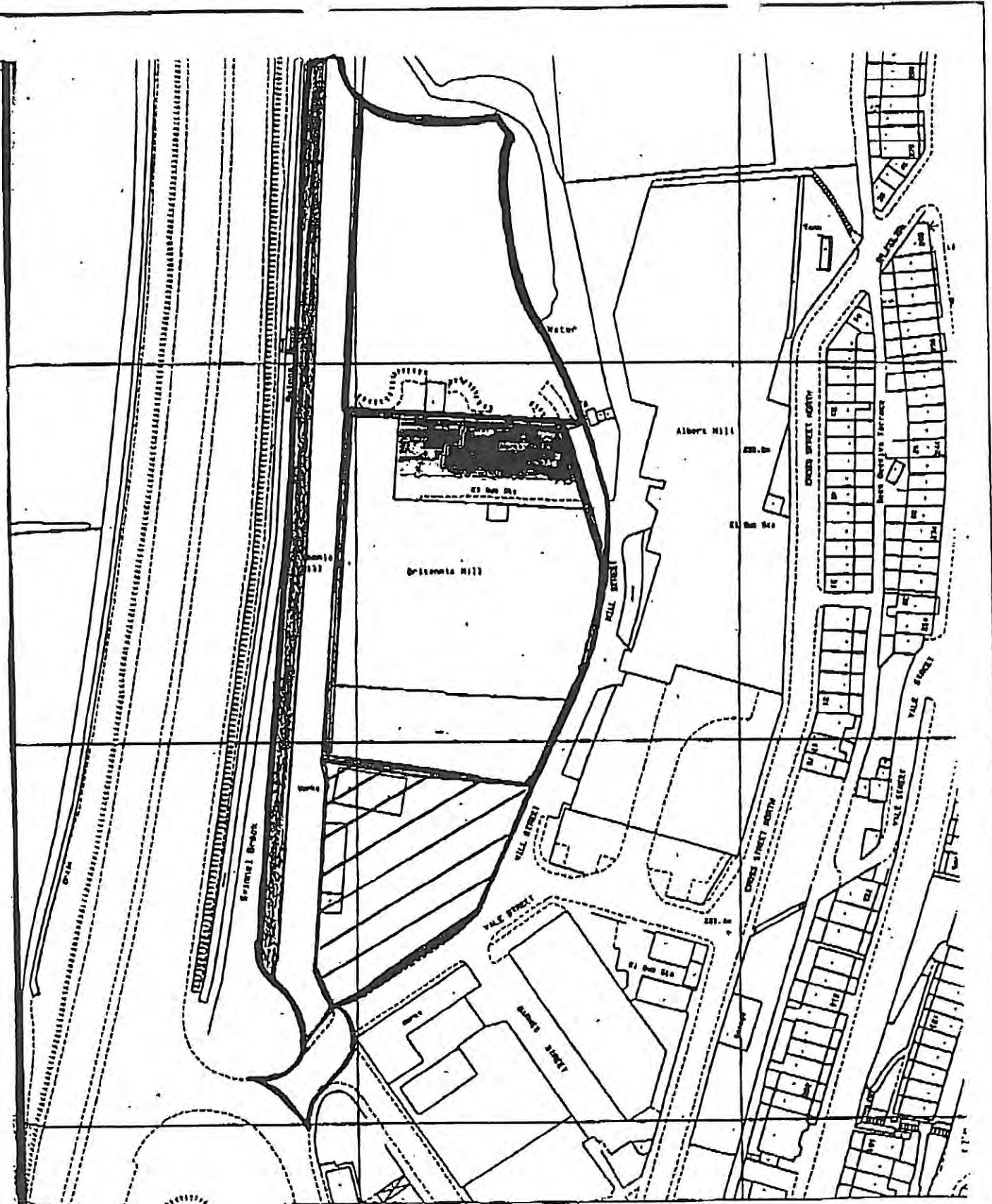
I enclose a copy of an Undertaking dated 30th September 2003 by Winfield Shoe Company Limited and Dale Winfield.

Please make the necessary entries in the Register of Local Land Charges.






For information I attach plan no. 2/RWL showing which parcels of land are owned by Dale Winfield and which are owned by Winfield Shoe Company Limited.




21st April 2004.
RWL/SS/Z.12/193



the
GRAHAM BOLTON PLANNING

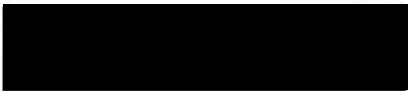
-  LA 659002 WSC Freehold
-  LA 498235 Dale Leasehold partnership limited
-  LA 659002 WSC Freehold
-  LA 431466 WSC Freehold
-  LA 547924 Dale Freehold

Date: JUNE 03
 Plan No: No.2/RWL
 Job No:
 Scale: 1:1250

7 of 8
 LA 5001819 Framed WSC

the
GRAHAM BOLTON PLANNING
partnership limited

Onward Buildings
207 Deansgate
Manchester
M3 3NW



CHARTERED TOWN
PLANNERS

•
ENVIRONMENTAL
CONSULTANTS

•
DEVELOPMENT
ADVISORS

WINFIELD SHOE COMPANY

&

DALE WINFIELD

UNILATERAL OBLIGATION

UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

IN RELATION TO

BRITANNIA MILL AND SURROUNDING LAND

HASLINGDEN LANCASHIRE

DATED: 30 SEPTEMBER 2003

THIS PLANNING OBLIGATION is made this 30 day of September, 2003

By: (1)

Winfield Shoe Company Limited (Company Registration Number 1011214)
the registered office of which is at Albert Mill Mill Street Haslingden Lancashire
("the first Owner")

(2)

Dale Winfield c/o Albert Mill Mill Street Haslingden Lancashire ("the second
Owner")

WHEREAS

- 1 Rossendale Borough Council ("the Council") is the Local Planning Authority for the purposes of this Obligation for the area within which the land described in the First Schedule ("the Land") is situated and by whom the obligations contained in this Deed are enforceable
- 2 The first Owner is the registered proprietor with title absolute of the Land which is registered at HM Land Registry under Title Numbers LA431466; LA659002; LA804819;
- 3 The second Owner is the registered proprietor with title absolute of the Land which is registered at HM Land Registry under Title Numbers LA498235; LA547934
- 4 The first Owner has by application by its agents dated 8 July 2002 ref:2002/348 ("the Planning Application") applied to the Council for permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans specifications and particulars deposited with the Council and forming part of the Planning Application more particularly set out in the Second Schedule ("the Development")

- 5 The Council has not determined the Planning Application and the Owners enter into this obligation to the intent that any objections by the Council to the grant of planning permission are overcome
- 6 The parties hereto agree that their respective interests in the Land shall be bound by the terms of this Obligation

NOW THIS DEED is made pursuant to the provisions of Section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section and **WITNESSES** as follows:-

- 2 The Owners covenant with the Council to perform the obligations specified in the Third Schedule
- 3 It is declared as follows:
 - 3.1 This Deed is a Planning Obligation for the purposes of Section 106 of the Town and Country Planning Act 1990
 - 3.2 the undertakings contained within this Deed are given to the Council and are enforceable in accordance with the provisions of Section 106 (3) of the Town and Country Planning Act 1990 and against any person for the time being deriving title from the Owners
 - 3.3 no person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

- 3.4 the owner shall notify Council by written notice served upon the Council of the date that the development shall be commenced (the "unconditional date")
- 3.5 if the permission granted pursuant to the Planning Application should expire before the Development is begun as defined above or shall at any time be revoked this Deed shall forthwith determine and cease to have effect
- 3.6 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 one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Deed
- 3.7 this Deed is a local land charge and shall be registered as such

IN WITNESS whereof these presents have been duly executed as a Deed by the Owners hereto the day and year first before written

FIRST SCHEDULE

"the Land"

The Land shown edged red on Plan 1 annexed hereto

SECOND SCHEDULE

"The Development"

Change of use to retail (2200m²) storage motor cycle museum (854m²) café (369m²) and workshops (307m²) and provision of access and parking

THIRD SCHEDULE

- 1 To pay to the Council the sum of £ 12750 within one week of the unconditional date to cover the cost of providing a free transport link for customers between Hazel Mill in Acre and the Land. This service shall be prominently advertised in both premises and shall be referred to in any material advertising the premises
- 2 The above sum will not be payable if transport is provided by the Developer in accordance with the following schedule:
 - 2.1 A bus service shall leave Hazel Mill every hour on the hour and proceed to Britannia Mill and will return to Hazel Mill at half past every hour for the free use of customers and visitors to both mills on each and every Saturday excluding Christmas Day if that falls on a Saturday between the hours of 10.00 and 16.00 inclusive
 - 2.2 A bus service shall leave Hazel Mill every hour on the hour and proceed to Britannia Mill and will return to Hazel Mill at half past every hour for the free use of customers and visitors to both mills on each and every Sunday excluding Easter Sunday and Christmas Day if that falls on a Sunday between the hours of 12.00 and 16.00 inclusive

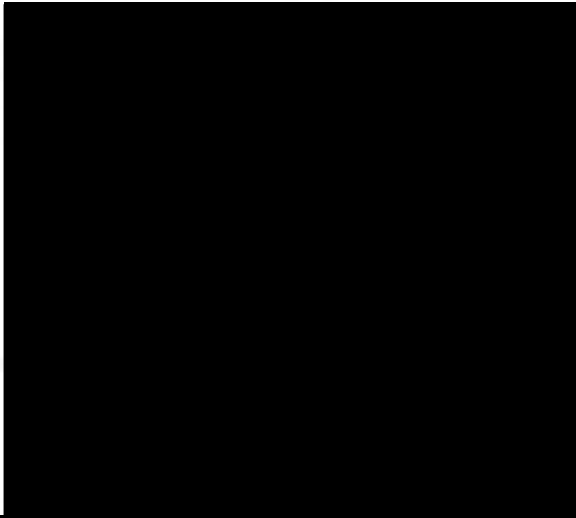
- 3 To record the numbers of passengers using the service and report to the Council for a period of twelve months from the service commencing. At the end of that period if the monitoring demonstrates that occupation of the vehicle has regularly been below 50% of capacity there shall be no requirement to continue the service
- 4 If after the unconditional date the Owner receives from the Highway Authority a written notice pursuant to which the Highway Authority requests the provision of land for the long distance cycle path shown coloured brown on Plan 2 the Owner shall donate the land within one month
- 5 Within one month of the unconditional date the Owner shall pay the sum of £20000 to the Highway Authority to be spent on upgrading the two bus stops on Blackburn Road closest to the Land and for no other purpose

EXECUTED AS A DEED by:

WINFIELD SHOE COMPANY LIMITED

acting by two Directors or a Director and Secretary

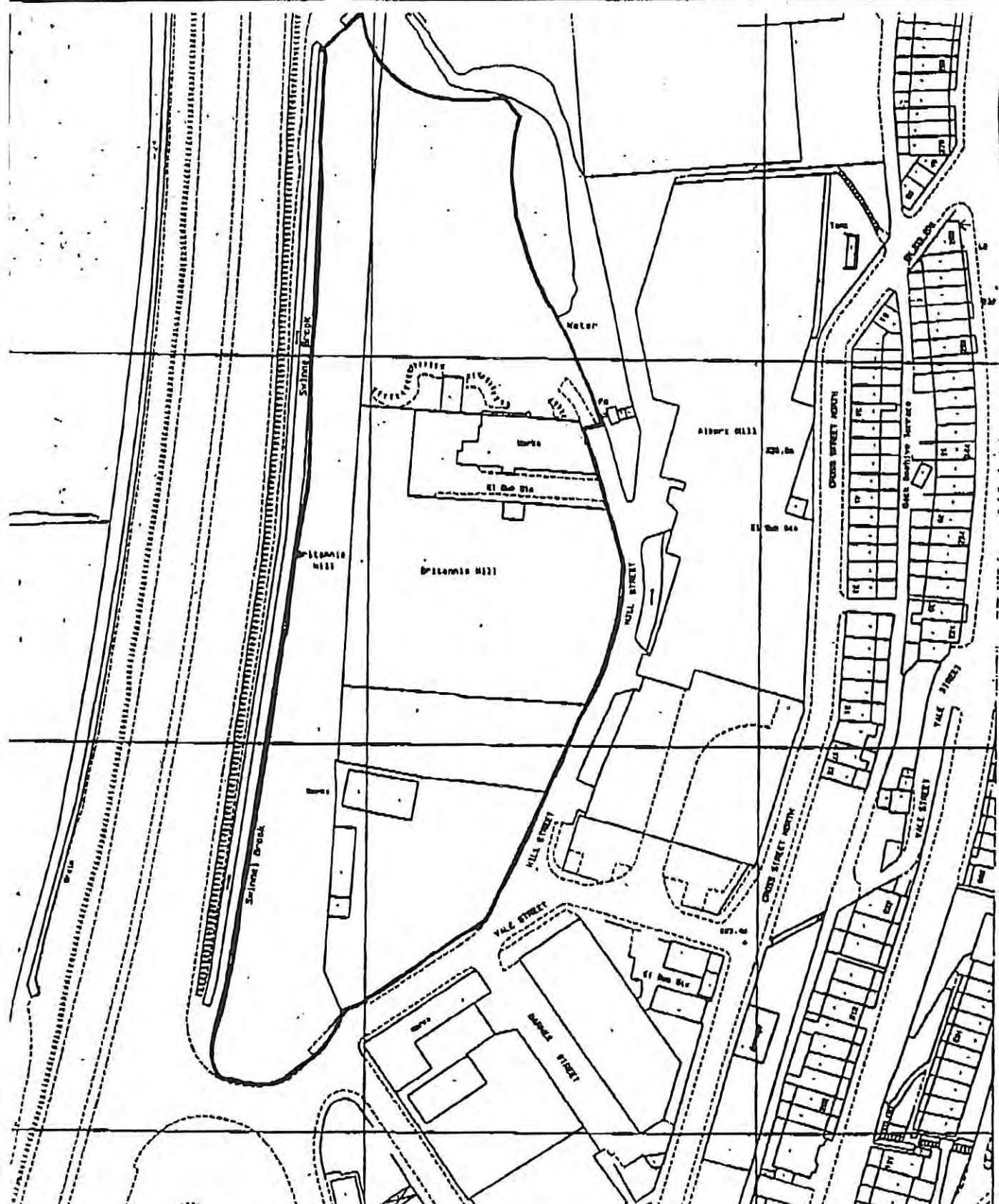
In the presence of:



DALE WINFIELD

In the presence of:

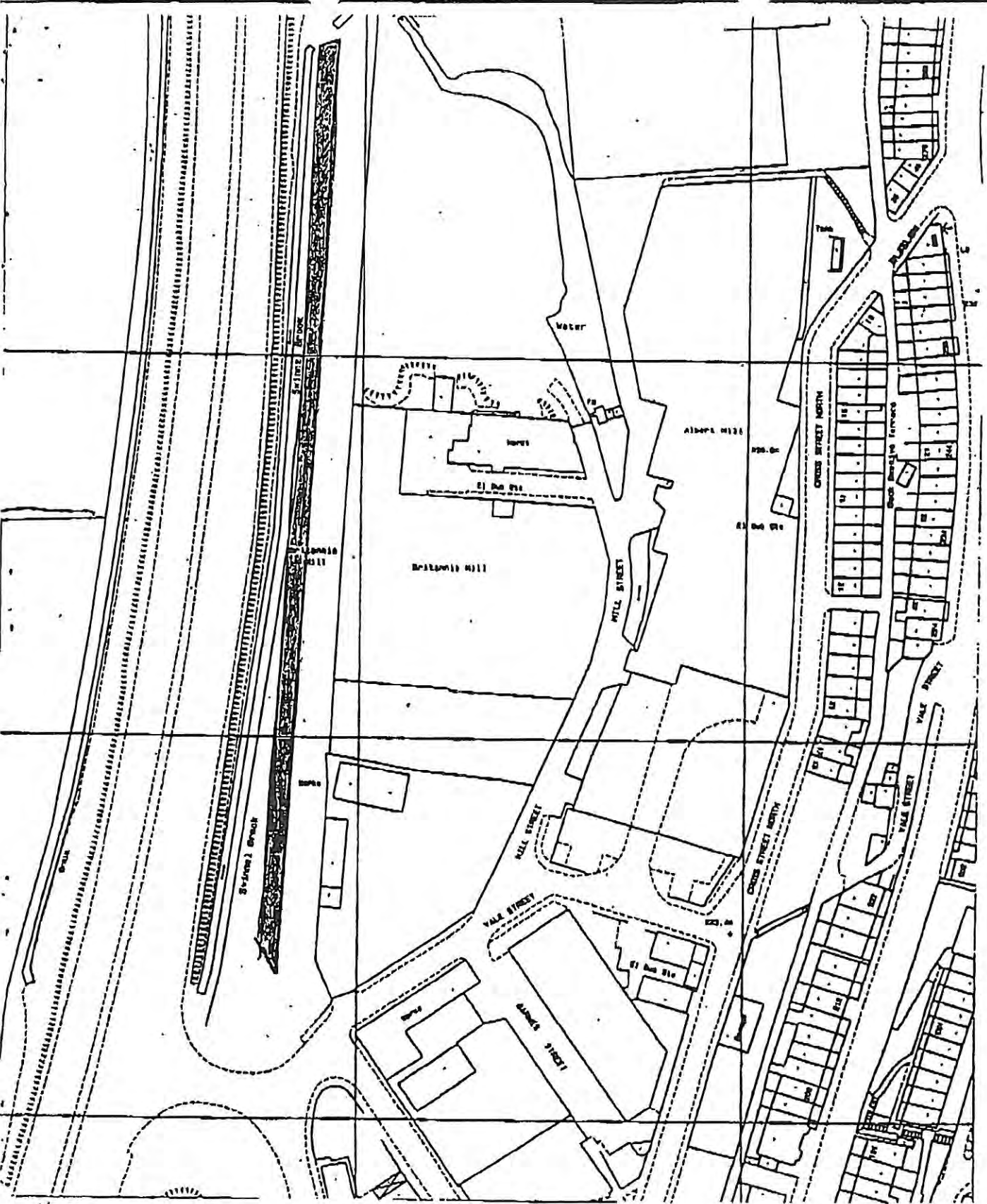




the
GRAHAM BOLTON PLANNING
partnership limited

Date: SEPT 03
 Plan No: PLAN 1
 Job No: 1807
 Scale: 1:1250

708



the
GRAHAM BOLTON PLANNING
partnership limited

Date: SEPT 03
 Plan No: PAN 2
 Job No: 1807
 Scale: 1:1250

898