

Rossendale Borough Council

**NOTICE OF COMPLETION OF  
S.106 LEGAL AGREEMENT**

TO: BRIAN SHEASBY  
KEITH BELL

FROM: LINDA FISHER

PHIL SEDDON

LEGAL FILE NO: Z.12/265

VINCENT HINDLEY – PLEASE REGISTER AS A LOCAL LAND CHARGE  
JOHN HODKINSON/ADRIAN HARDING

The following has been completed:

Planning Ref: APP/2007/119

Proposal: Conversion and use of swimming pool/gym building to form dwelling with associated garage at Mickledore, Haslingden Old Road, Rawtenstall

Completion Date (as on Deed) 29<sup>th</sup> March 2007

Parties: John Ashworth and Nicola Ann Ashworth National Westminster Home Loans Limited

Terms: Commuted Sum

Receipt of money: 7 days prior to implementation of planning permission

Request for payments: Owner to give notice of implementation

Details: Unilateral Undertaking

Others \_\_\_\_\_

Commuted Sum: expended on improvements to Whitaker Park, Rawtenstall

Amount:: £2,000

**\* Planning permission can now be issued  
\* Please now register the Section 106 Agreement in Part 2  
of the Planning Register**

LEG.534

**LEGAL AGREEMENT CONFIRMATION FORM**

**Planning  
Application No**

**APP/200 /**

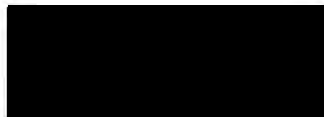
**Site Details**

**Date Legal Agreement signed**

**Confirmation that planning permission can be issued and legal agreement checked**

**Name: Linda Fisher**

**Date:**



**Signature: .....**

Rossendale Borough Council



NOTICE OF COMPLETION OF  
S.106 LEGAL AGREEMENT

TO: BRIAN SHEASBY  
KEITH  
RUTH SEDDON

FROM: LINDA FISHER

LEGAL FILE NO: Z.12/265

VINCENT HINDLEY – PLEASE REGISTER AS A LOCAL LAND CHARGE  
John Hodgkinson/Adrian

The following has been completed:

Planning Ref: APP/2007/119

Proposal: Conversion and use of swimming pool/gym building to form dwelling with associated garage at Mickledore, Haslingden Old Road, Rawtenstall

Completion Date (as on Deed) 29<sup>th</sup> March 2007

Parties John Ashworth and Nicola Ann Ashworth National Westminster Home Loans Limited

Terms Commutated Sum

Receipt of money 7 days prior to implementation of planning permission

Request for payments Owner to give notice of implementation.

Details Unilateral Undertaking

Others \_\_\_\_\_

Commutated Sum expended on improvements to Whitaker Park, Rawtenstall Amount £52,000

- \* Planning permission can now be issued
- \* Please now register the Section 106 Agreement in Part 2 of the Planning Register

LEGAL AGREEMENT CONFIRMATION FORM

Planning  
Application No

APP/2007 /119

Site Details

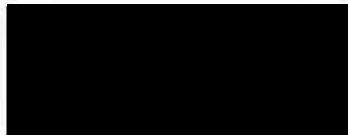
Date Legal Agreement signed

29<sup>th</sup> March 2007

Confirmation that planning permission can be issued and legal agreement checked

Name: Linda Fisher

Date: 25<sup>th</sup> April 2007



Signature: .....

Dated this 29<sup>th</sup> day of March 2007

(1) STEPHEN JOHN ASHWORTH and NICOLA ANN ASHWORTH

AND

(2) NATIONAL WESTMINSTER HOME LOANS LIMITED

Unilateral Undertaking

Pursuant to Section 106 of the  
Town and Country Planning Act 1990  
relating to land at  
Mickledore, Haslingden Old Road, Rawtenstall, BB4 6RS

THIS DEED OF UNILATERAL UNDERTAKING IS GIVEN on the

29<sup>th</sup> March 2007

THIS DEED OF UNILATERAL UNDERTAKING IS UNDERTAKEN BY: STEPHEN

 of the

first part and National Westminster Home Loans Limited (Company registration number 1449354) of 135 Bishopsgate, London, EC2M 3UR (hereinafter called "the Mortgagee") of the second part

**WHEREAS**

- 1.1 The Owner is registered at HM Land Registry as the freehold proprietor of the Land described in the first Schedule under Title Numbers **LA542097** and **LA948019** subject to a legal charge dated 17<sup>th</sup> January 2003 in favour of the Mortgagee over Title Number LA542097
- 1.2 Rossendale Borough Council ("the Council") is the Local Planning Authority for the purposes of this Deed for the area within which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- 1.3 The Owner has applied to the Council for permission under Council reference 2007/119 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.
- 1.4 The Council is minded to grant planning permission for the Development in accordance with the Planning Application subject to the making of this Undertaking without which planning permission for the Development would not be granted.

- 1.5 The Owner is willing to enter into this undertaking in order that in the event that the Council grants the Planning Permission the obligations of the Owner as set out in this Undertaking shall be secured as planning obligations for the purposes of Section 106 of the Act.
- 1.6 The Owner has agreed that seven days before implementing the Planning Permission it will pay the Commuted Sum to the Council in accordance with this Undertaking

**NOW THIS DEED WITNESSETH** as follows:-

1. **IN THIS DEED** (including the Recitals) where the context so requires or admits the following expressions shall have the following meanings:-
- 1.1.1 "the Act" The Town and Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991
- 1.1.2 "the Planning Application" An application numbered for planning permission for the Development submitted by the Owner to the Council
- 1.1.3 "the Commuted Sum" the sum of £2,000 to be expended on improvements to Whitaker Park
- 1.1.4 "the Development" Planning Application reference 2007/119 for the conversion and use of a swimming pool/gym building to form a dwelling with associated garage and curtilage at land at Mickledore, Haslingden Old Road, Rawtenstall, Rossendale, BB4 6SR
- 1.1.5 "implement" Carry(ing) out a material operation as defined in

- Old Road, Rawtenstall, Rossendale, BB4 6SR
- 1.1.5 "implement" Carry(ing) out a material operation as defined in  
"implementing" Section 56 of the Act
- 1.1.6 "the Land" All that land described in the First Schedule and  
shown for identification purposes only edged red  
on the attached plan
- 1.1.7 "the Planning Permission" Planning permission for the Development reference  
in the form of the annexed draft
- 1.2. The expressions "the Council" and "the Owner" shall include their  
respective successors in title and assigns
- 1.3 Words importing the singular number only shall include the plural  
number and vice versa and words importing any particular gender shall  
include masculine feminine and neuter genders
- 1.4 References in this agreement to any clause or sub-clause or Appendix  
without further designation shall be a reference to the clause or  
sub-clause of or Appendix to the Agreement so numbered
- 1.5 Wherever there is more than one person named as a party and where  
more than one party undertakes an obligation all their obligations can be  
enforced against all of them jointly and against each individually unless  
there is an express provision otherwise
2. **THIS UNDERTAKING** is made in pursuance of Section 106 of the Act to the  
intent that it shall bind all interests in the Land into whosoever hands the  
same may come and the Owner and his successors in title and assigns and all  
persons claiming under or through them



3. **IT IS HEREBY AGREED AND DECLARED** as follows:-

- 3.1 the covenants in this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council
- 3.2 without prejudice to liability for any subsisting breach of covenant prior to parting with such interest no party shall be liable for breach of a covenant contained in this Agreement after having parted with its interest in the Land or in the part in respect of which such breach occurs.
- 3.3 all notices served pursuant to this Agreement shall be in writing and shall be deemed duly served if delivered or sent by the recorded delivery service in the following manner:-
  - 3.3.1 in the case of a notice to be served on the Council addressed to its Chief Executive at the above address
  - 3.3.2 in the case of a notice to be served on the Owner to the Owner at the above address
- 3.4 if the Planning Permission is not granted or if it is revoked or the Planning Permission expires because it is not implemented this Agreement shall be annulled and of no effect and the Council shall immediately remove from its local register of local land charges any entry relating to this Agreement
- 3.5 unless expressly stated nothing in this Agreement will create any rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person other than the parties hereto

- 3.6 If the Planning Permission shall expire before the Development is commenced as defined above or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.
- 3.7 Nothing in this Agreement 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 Agreement.
- 3.8 This Agreement is a local land charge and shall be registered as such.
4. **THE OWNER** for itself and its successors in title and assigns hereby covenants with the Council as follows:-
- 4.2 To comply with the covenant contained within the second schedule
- 4.3 to give notice in writing to the Council not less than seven days before implementing the Planning Permission and upon giving the said notice to pay the Commuted Sum increased with inflation in accordance with Clause 4.4 of this Agreement
- 4.4 in the event of late payment of the Commuted Sum interest will be paid on any sum outstanding at a rate of 3% per annum above the base rate of the National Westminster Bank Plc and accrue from the date payment should have been made to the Council to the date of payment thereof to the Council
- 4.5 the Commuted Sum shall be uplifted by the amount which bears the same proportion to the Commuted Sum as the amount by which the all items Figure of the Index of Retail Prices published by the Department

for Employment or any successor Ministry or Department for the month at the date of payment exceeds the Index Figure of the said Index at the date of this Agreement

4.6 the Owner shall on the execution hereof pay to the Council its reasonable legal costs in the sum of £200 properly incurred in the preparation of this Agreement

5. **MORTGAGEE CONSENT**

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the Mortgagee shall have no liability under this Deed unless it takes possession of the Land in which case it too would be bound by the obligations as if it were a person deriving title from the Owner.

6. Except as to matters of law and subject to the express provisions of this Agreement to the contrary any dispute or difference arising between the parties as to any of the provisions of this Agreement and/or their respective rights duties or obligations or as to any other matter or thing in any way arising out of or in connection with the subject matter of this Agreement shall forthwith be referred by the parties or any of them for determination by an independent person ("the Expert") to be agreed upon between the parties and failing such agreement within ten (10) Working Days of any party calling upon the others to agree to be appointed on the application of the parties or any of them by the President for the time being of The Royal Institution of Chartered Surveyors or any successor Institute ("the President")

The Expert shall act as an expert and make his determination within twenty (20) Working Days from the date of his appointment such determination to be made in writing giving full reasons therefore and shall be binding upon the parties

If the Expert shall die delay or become unwilling or incapable of acting or if for any reason the President shall in his absolute discretion think fit he may in writing discharge the Expert and appoint another in his place

It is hereby agreed and declared that:-

- (a) the Expert shall afford to the parties the opportunity to make representations in writing and consider any written representations made by or on behalf of the parties hereto which are received by him within ten (10) Working Days after the parties have been afforded such an opportunity and each party shall be entitled to receive a copy of any such written representations made by or on behalf of the other parties and within five (5) Working Days of such receipt to make written counter-representations
- (b) the Expert shall be entitled to call for such independent expert advice on such matters as he shall think fit
- (c) the Expert shall have an unfettered discretion to determine the reference to him
- (d) the fees and expenses of the Expert including the cost of his appointment shall be borne equally between the parties (and if any party shall pay the Expert's fees and expenses it shall be entitled to recover one half from the other) unless the Expert shall direct

otherwise and he shall have power so to direct if he considers it reasonable to do so having had regard to the conduct of the parties during the course of the dispute in question

FIRST SCHEDULE

Land at Mickledore, Haslingden Old Road, Rawtenstall, BB4 6SR shown edged red on the attached plan and forming part of Title Numbers LA542097 and LA948019

SECOND SCHEDULE

The Owner's Obligation

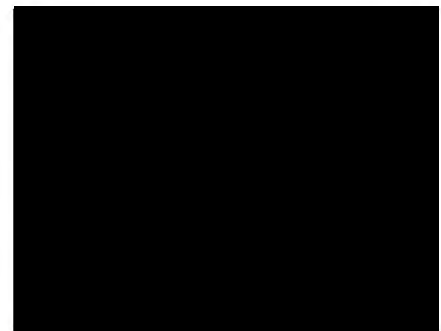
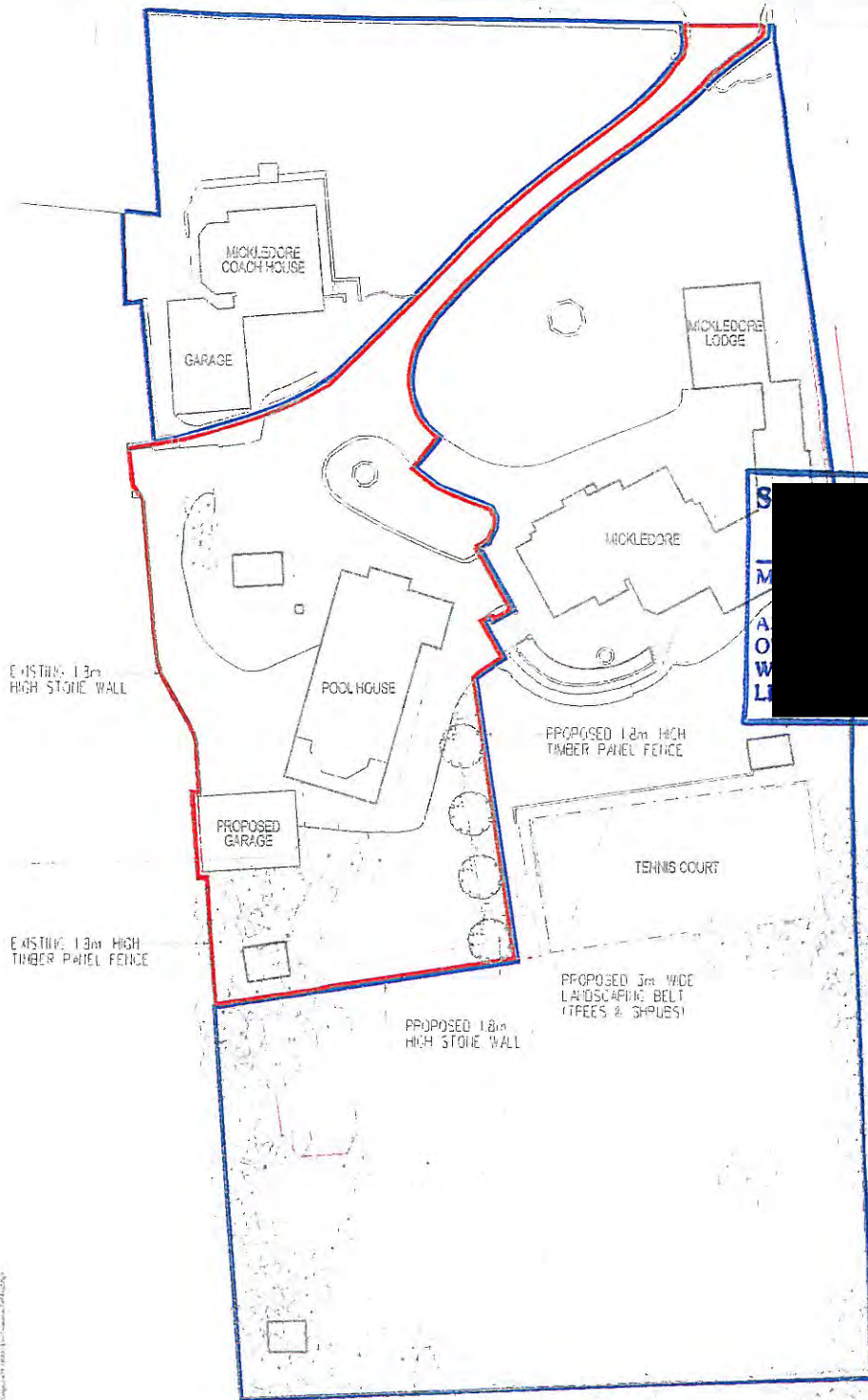
1. The Owner covenants with the Council seven days prior to the implementation of the Development the Owner shall pay to the Council the sum of £2,000 to be expended on improvements to Whitaker Park, Rawtenstall including specifically the tennis courts.

**IN WITNESS** whereof this document has been executed as a Deed by the respective parties hereto in the appropriate manner with the intention of such document being Delivered on the part of each of them a Deed on (but not before) the day and year first before written

THIS DRAWING, PROJECTS, IS COPYRIGHTED AND MUST NOT BE COPIED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF RCP ARCHITECTS LIMITED. NO COMPANIES ARE TO BE CALLED FROM THIS DRAWING. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE STATED. DRAWING SHALL BE APPROVED BY THE ARCHITECT.

**SITE SPECIFIC HAZARDS**

IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONSTRUCTION (SCAFFOLDING) REGULATIONS 2005, ALL SCAFFOLDING MUST BE DESIGNED AND MUST BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE DRAWING.



**SUZANN MASON  
TEAM MANAGER**



REV.	DATE	NOTES	INT.
PROJECT			
MR S. ASHWORTH			
MICKLEDORE			
RAWTENSTALL			
DRAWING TITLE			
PROPOSED SITE PLAN			

STATUS				
DATE	DRAWN	CHECK	SCALE @ RS	
15.02.07	AJP	MG	1:500	
PROJECT NUMBER	UNIT NO.	TY. NO.	TYPE & NUMBER	REVISION LETTER
7414				L02
Site Location	EA. Plan	JA	Demolition	Other
Form	B	Disc	D	Other



RCP ARCHITECTS LIMITED, 100, MARKET STREET, GLASGOW, G1 1JF, TEL: 0141 221 1111, FAX: 0141 221 1112, WWW.RCP-ARCHITECTS.CO.UK

EXECUTED AS A DEED BY the said )  
STEPHEN JOHN ASHWORTH )  
in the presence of:-

Witness Name:

Address:

EXECUTED AS A DEED BY the said )

EXECUTED (but not delivered )  
Until the date hereof) AS A DEED )  
by  
as the Attorney and on behalf of  
NATIONAL WESTMINSTER  
HOME LOANS LIMITED  
in the presence of:-



# Power of Attorney

BY THIS DEED NATIONAL WESTMINSTER HOME LOANS LIMITED, a company incorporated in England and Wales with company number 0144935 and having its registered office at 135 Bishopsgate, London, EC2M 3UR (the "Company"), does hereby constitute and appoint:

- (i) those who are from time to time the Centre Manager; all Customer Service Managers Appointed Level A and Appointed Level B; all those at Clerical Level B in the Security Administration Teams in Mortgage Operations in Birmingham and
- (ii) the following individuals: Johann White, Julie Brown, Margaret Clarke, Pete Jenks, Sarah Cox, Victoria Oldhams and Lisa Kirkpatrick of National Westminster Home Loans Limited and Martin Booth, Les Beale, Keith Orton, Jerry Orchard, Simon Bailey, Sue Jones, Martin Davies, Julie Green, Rebecca Latham, Jennifer Dulson, Sara Hughes, Sally Alison Whitehouse and Mary Kathleen Rosser of The Royal Bank of Scotland Group plc

as attorneys (the "Attorneys") of the Company to act severally for and on behalf of the Company and in its name:

- (1) to execute any deed or sign any document required to discharge, release, surrender, disclaim, convey, reconvey, transfer, assign, reassign, vary, amend, consent, declare, grant, affirm, assure, postpone, defer or otherwise regulate the priority of any mortgage, charge or other type of security relating to any real or personal property (whether a legal estate, equitable interest or otherwise) or other incorporeal hereditament comprised in any mortgage, charge or other type of security held by the Company and to execute assignments transfers or conveyances in exercise of the power of sale contained in any such mortgage, charge or other security;
- (2) to execute any alterations, amendments or variations to any terms and conditions as exist from time to time; and
- (3) to execute all deeds and sign all documents in connection with the variation of or in any other way pertaining to any security in the Company's favour, whether heritable, legal, real, moveable or personal in any jurisdiction

and generally for all or any of the purposes aforesaid to act as the Company's Attorney.

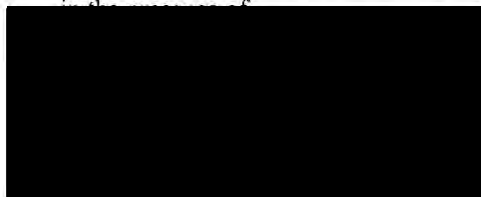
The Company ratifies and confirms and agrees to ratify confirm and be bound by all deeds and documents executed or signed by the Attorneys by virtue hereof and the Company indemnifies and agrees to keep indemnified the Attorneys against any damages, liabilities, losses, costs or expenses which may arise in connection herewith.

This Power of Attorney shall remain in force for a period of one year from 16<sup>th</sup> March 2007, or until earlier revoked, when it shall cease to have effect.

This Power of Attorney shall be governed by and construed in accordance with the laws of England.

IN WITNESS WHEREOF this Power of Attorney has been executed by the Company as its Deed this 16 day of March 2007.

The Common Seal of  
National Westminster Home Loans Limited  
was hereunto affixed in accordance  
with the regulations of the Company



Authorised Sealing Officer

