

Rossendale Borough Council

NOTICE OF COMPLETION OF S.106 LEGAL AGREEMENT

TO: BRIAN SHEASBY
KEITH BELL
PHIL SEDDON

FROM: LINDA FISHER

LEGAL FILE NO: Z.12/279

FORWARD PLANNING

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

The following has been completed:

Planning Ref: APP/2007/393

Proposal: Conversion and alteration of a swimming pool/gym building to form a dwelling with attached garage with games room/art studio above and curtilage on land at Mickledore, Haslingden Old Road, Rawtenstall

Completion Date (as on Deed) 20th July 2007

Parties: John Ashworth and Nicola Ann Ashworth and 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

LEGAL AGREEMENT CONFIRMATION FORM

**Planning
Application No**

APP/2007/393

Site Details

Date Legal Agreement signed

20th July 2007

Confirmation that planning permission can be issued and legal agreement checked

Name: Linda Fisher

Date: 14th August 2007

Signature:

Dated this 20th day of July 2007

(1) STEPHEN JOHN ASHWORTH and NICOLA ANN ASHWORTH

AND

(2) NATIONAL WESTMINSTER HOME LOANS LIMITED

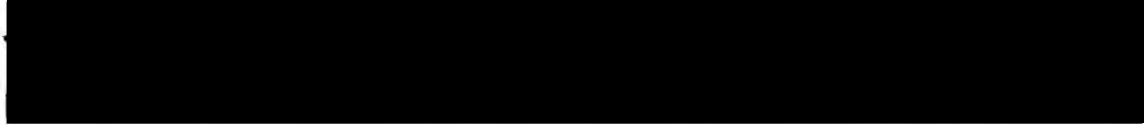
Unilateral Undertaking

**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

20th July 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 17th 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 2007/393 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 2007/393 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 2007/393 for the conversion and alteration of a swimming pool/gym building to form a dwelling with attached garage

with games room/art studio above and curtilage on
land at Mickledore, Haslingden 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
2007/393
- 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

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.

6.1. 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”)

6.2 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

6.3 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

6.4 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

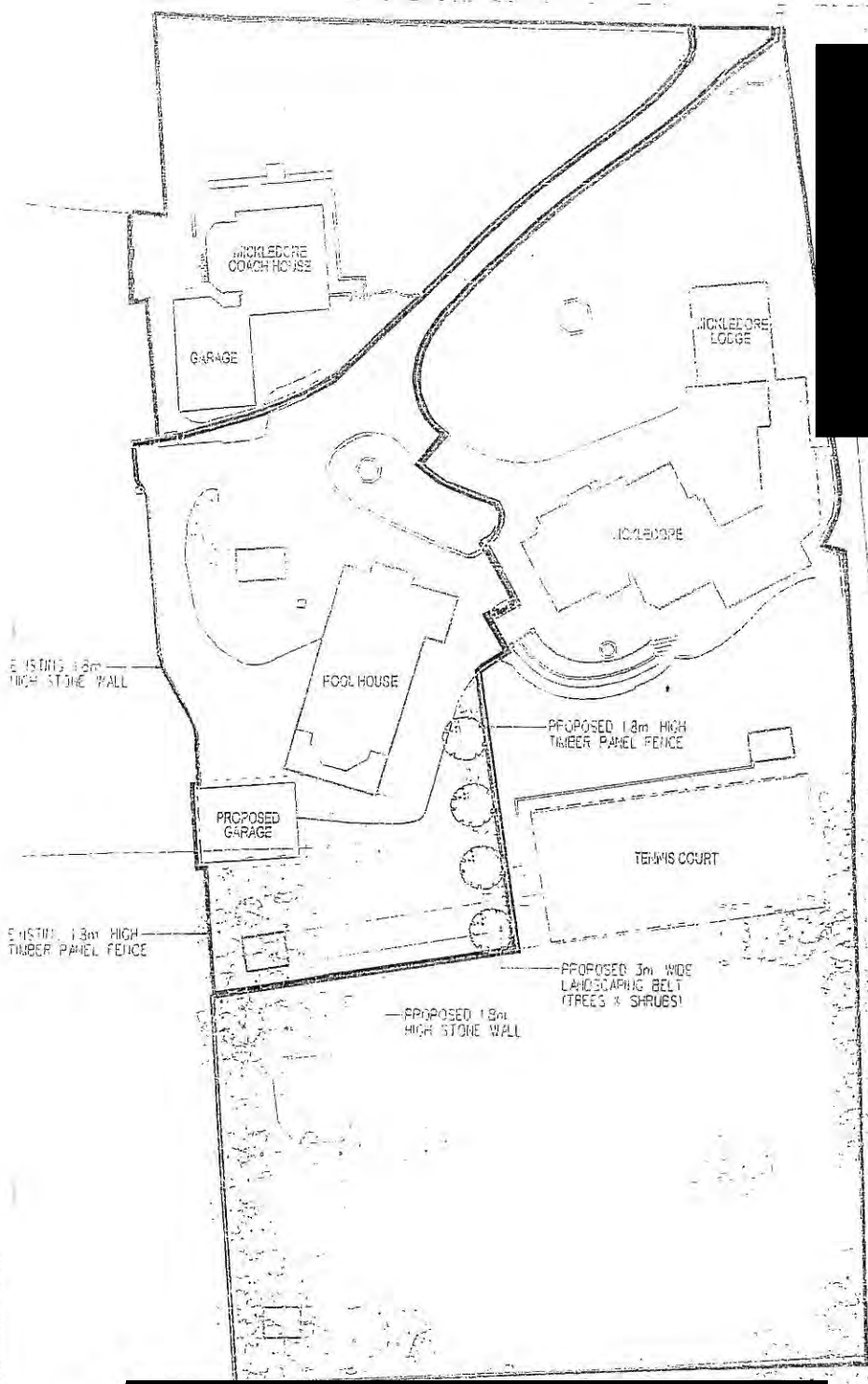
SECOND SCHEDULE

The Owner's Obligation

1. The Owner covenants with the Council that seven days prior to the first occupation of the dwelling house 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

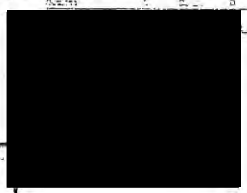
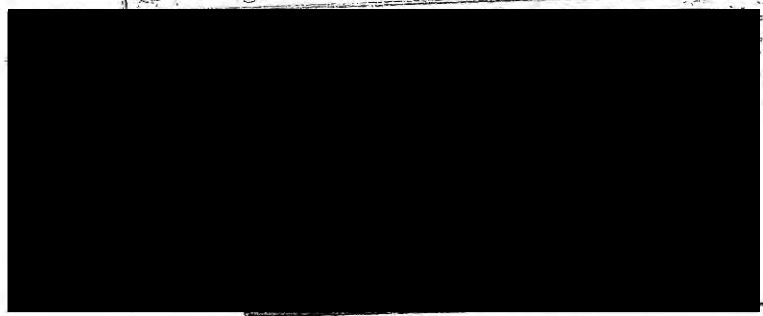
UNITED KINGDOMS
 SITE SPECIFIC HAZARDS
 THE FOUNDATION OF THE HOUSEHOLD...
 THE HOUSEHOLD...
 THE HOUSEHOLD...
 THE HOUSEHOLD...



REV. DATE. NOTES. ITC
 PROJECT
 MR S. ASHWORTH
 WICKLEDORE
 RAWTENSTALL
 DRAWING TITLE
 PROPOSED SITE PLAN

STATUS

DATE	DRAWN	CHECK	SCALE
15.02.07	AJP	MG	1:500
PROJECT NUMBER	LIST NUMBER	DWG NO	TYPE / NUMBER
7414			102
Client/Designer	Author	Checker	Project No.



CLERICAL
 SECURITY ADMINISTRATION
 TEAM

EXECUTED AS A DEED BY the said)
)
in the presence of-

Witness Name:

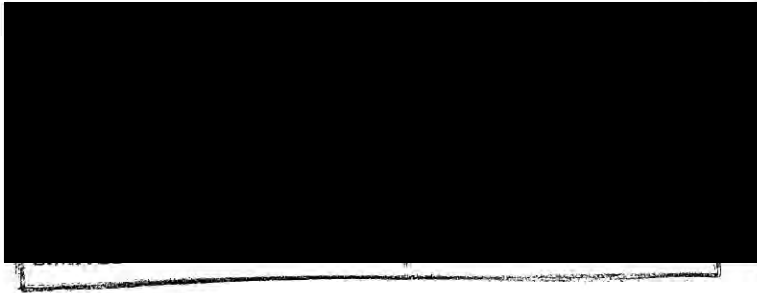
Address:

EXECUTED AS A DEED BY the said)

Address:

As above.

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:-



CLERICAL
SECURITY ADM IN
TEAM

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 16th 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
in the presence of

Authorized Sealing Officer

