

DATED *June 8th* 1994

**PLANNING OBLIGATION
BY AGREEMENT**
made pursuant to Section 106
of the Town and Country
Planning Act 1990
relating to
the development of land at
Stubbins Vale Mill
Stubbins Vale Road
Ramsbottom
(Planning reference 93/518)

**ROSSENDALE
BOROUGH COUNCIL (1)**
UNAFORM LIMITED (2)

FINAL DRAFT 31.03.94

THIS PLANNING OBLIGATION BY AGREEMENT is dated 3rd June 1994 and made
BETWEEN:-

- (1) **ROSSENDALE BOROUGH COUNCIL** of Town Hall Rawtenstall Rossendale Lancashire BB4 7LZ (the "Borough Council")
- (2) **UNAFORM LIMITED** of Stubbins Vale Mill Ramsbottom Bury Lancashire BLO ONT (the "Owner")

WHEREAS:-

- A. The Owner has the freehold interest in the Site and the land shown edged blue on the Site Plan registered at HM Land Registry under Title Numbers LA613704 and LA444612
- B. For purposes of the 1990 Act the Borough Council is the local planning authority for the area within which the Site is situated
- C. On 12th October 1993 the Owner submitted a planning application reference no 93/518 to the Borough Council for permission to develop the Site for the purposes and in the manner described in the Application
- D. The Borough Council has no objection to the Development and is prepared to approve the same subject to appropriate conditions but requires the Owner to enter into the covenants hereinafter contained.

NOW IT IS AGREED as follows:

1. **INTERPRETATION**

1.1 In this Agreement unless the context otherwise requires:

"Application" means the application for full planning permission dated 12th October 1993 submitted to the Borough Council and bearing reference number 93/518;

"1990 Act" means the Town and Country Planning Act 1990, as amended;

"County Council" means Lancashire County Council;

"Development" means that development permitted by the Permission;

"Borough Council" means Rossendale Borough Council;

"Agreement" means this planning obligation by agreement and any modification

thereof approved by the Borough Council made pursuant to Section 106 of the 1990 Act;

"Owner" means Unaform Limited;

"Permission" means the planning permission granted pursuant to the Application together with any modification made thereto with the consent of the parties to this Agreement;

"Site" means the land edged red on the Site Plan; and

"Site Plan" means the plan numbered 96/144/5 annexed to this Agreement

1.2 Where the context so requires:

- (a) the singular includes the plural
- (b) references to any party shall include the successors in title of that party
- (c) where a party includes more than one person any obligation of that party shall be joint and several
- (d) save as otherwise provided in this Agreement any approval in writing or consent to be given by the Borough Council under this Agreement shall not be unreasonably withheld or delayed

2. LEGAL EFFECT

- 2.1 This planning obligation by agreement is made pursuant to the 1990 Act, Section 106, and the Local Government Act 1972, Section 111 to the intent that it shall bind the Owner and its successors in title to each and every part of the Site and its assigns as provided in those Sections
- 2.2 The obligations hereby entered into by the Owner are planning obligations for the purposes of the said Section 106 and the Local Planning Authority by whom they are enforceable is the Borough Council.
- 2.3 No person nor company shall be liable for any breach of this Agreement occurring after he or it has parted with its interest in the part of the Site in respect of which such breach occurs

- 2.4 On completion of this Agreement the Borough Council shall issue the Permission in the form contained in the Schedule hereto
- 2.5 This Agreement shall not take effect until the following conditions precedent have been fulfilled:
- 2.5.1 the Permission has been granted; and
- 2.5.2 the Permission has been implemented by the carrying out of a material operation as defined in the 1990 Act, Section 56(4)
- 2.6 For the purpose of determining whether or not a material operation has been carried out there shall be disregarded such operations as archaeological investigation, demolition, site clearance, site preparation, diversion and laying of services, the erection of fences and hoardings and construction of access or service roads
- 2.7 If the Permission expires within the meaning of the 1990 Act, Sections 91, 92, 93 or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or its successors in title this Agreement shall cease to have effect
- 2.8 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with a planning permission granted by the Borough Council or the County Council or by the Secretary of State on appeal or reference to him after the date of this Agreement

3. COVENANTS

3.1 The Owner covenants with the Borough Council as follows:-

- (a) Not to implement planning permission reference 13/4/2819 dated the 25th day of September 1969

- (b) Prior to commencing the Development to submit and obtain the approval of the Borough Council to a scheme in relation to the planting of and provision of associated public access to the land known as Pin Meadow adjacent to the River Irwell shown coloured yellow on the Site Plan and on completion of the Development forthwith to implement the same
- (c) Prior to commencing the Development to submit and obtain the approval of the Borough Council to a woodland management and enhancement scheme in respect of the woodland area shown hatched green on the Site Plan and on completion of the Development forthwith to implement the same
- (d) To make a contribution of £77 towards the Borough Council's costs for the preparation and completion of this Agreement and to reimburse the Borough Council for any disbursements to H.M. Land Registry in connection therewith.

IN WITNESS of which the parties have sealed this planning obligation by agreement as a Deed on the date first written above

EXECUTED (but not delivered until the)
date hereof) AS A DEED by)
ROSSENDALE BOROUGH COUNCIL)
hereunto affixing its Common Seal)
in the presence of:-

Mayor

