

DATED 1<sup>st</sup> September 2005

ROSSENDALE BOROUGH COUNCIL

and

UNITED UTILITIES PROPERTIES <sup>y</sup>SOLUTION <sup>S</sup>LIMITED

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 re the reinstatement of two cottages, the conversion of one barn to workspace with ancillary residential accommodation and the conversion of one barn to garaging at Lower Fold Cowpe Rossendale (Planning Application No. 1998/150)

AMF/SS/Z.12/153

Mark Weston,  
Head of Legal and Democratic Services,  
Rossendale Borough Council,  
Town Hall,  
Rawtenstall,  
Rossendale,  
Lancashire. BB4 7LZ

THIS AGREEMENT is made the        day of        Two thousand five  
between ROSSENDALE BOROUGH COUNCIL of the Town Hall Rawtenstall  
Rossendale BB4 7LZ ("the Council") of the one part and UNITED UTILITIES  
PROPERTIES SOLUTION LIMITED whose Registered Office is situate at Dawson  
House Great Sankey Warrington WA5 3LW ("the Owner") of the other part

DEFINITIONS

- (i) "the Act" means the Town and Country Planning Act 1990 as amended
- (ii) "the Application" means the written application for permission for the development made on behalf of the Owner (therein described as North West Water Ltd) and received by the Council on 6th April 1998 and validated subsequently
- (iii) "the Development" means the development of the Property in the manner and for the uses set out in the plans, specifications and particulars deposited with the Council and referred to in the Second Schedule to this Agreement
- (iv) "the Order" means the Town and Country Planning (General Permitted Development) Order 1995
- (v) "the Permission" means the draft planning permission contained in the Third Schedule to this Agreement
- (vi) "the Plan 329/26" means the plan numbered 329/26 annexed to this Agreement
- (vii) "the Plan Y" means the plan marked "Y" annexed to this Agreement
- (viii) "the Property" means the property described in the First Schedule to this Agreement

- (ix) "the Restricted Land" means the land at Cowpe Rossendale aforesaid shown coloured blue on the Plan Y

WHEREAS:

- (i) The Council is the Local Planning Authority for the purposes of the Act for the District within which the Property and the Restricted Land are situated
- (ii) The Owner is seised for an estate in fee simple in possession of the Property and the Restricted Land
- (iii) By the Application the Owner has applied to the Council for planning permission to carry out the Development
- (iv) The Council has no objection in principle 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 in this Agreement
- (v) The Council will grant planning permission in respect of the Application in the form of the Permission immediately following the execution and completion of this Agreement

NOW THIS DEED WITNESSETH:

1. This Agreement is made pursuant to Section 106 of the Act as substituted by the Planning and Compensation Act 1991 and to all other enabling powers statutory or otherwise
2. This Agreement is conditional upon:
  - (a) the Permission being granted by the Council for the Development and
  - (b) the implementation of the Permission by the commencement of the Development and in the event of the Development not being commenced in accordance with the provisions of Section 56 and Sections 91 to 93 of the Act so that the Permission shall lapse this Agreement shall absolutely determine and be of no effect
3. The Owner with the intent to bind himself and the Owner's successors in title hereby covenants with the Council

- (i) that the Owner shall not carry out on the Restricted Land otherwise than in accordance with prior express planning permission granted by the Council or on appeal any development for which planning permission is granted by virtue of Article 3 of the Order and Part 6 of Schedule 2 to the Order or any statutory modification or re-enactment thereof; and
- (ii) that within four weeks of the implementation of the Permission by the commencement of the Development the Owner will remove from the Restricted Land any development which has been carried out after the 31st day of January two thousand pursuant to planning permission granted by virtue of Article 3 of the Order and Part 6 of Schedule 2 to the Order or any statutory modification or re-enactment thereof unless the Council shall have expressly consented in writing to its retention;

4. The Council hereby covenants that it will grant planning permission substantially in the form of the Permission forthwith upon the execution and completion of this Agreement

5. The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns

6. In this Agreement the 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 Owner" comprises two or more persons, firms or companies the Owner's obligation shall be construed as joint and several

7. 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 Council

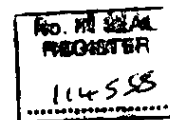
8. The Owner shall make a contribution of £151.00 towards the Council's costs for the preparation and engrossment of this Agreement and shall reimburse the

Council for any disbursements to H.M. Land Registry or in respect of searches or enquiries in connection therewith

IN WITNESS whereof the Council and the Owner have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE COMMON SEAL of ROSSENDALE )  
BOROUGH COUNCIL was hereunto )  
affixed in the presence of:- )

MAYOR



*EXECUTED AS A DEED by*  
~~THE COMMON SEAL of UNITED UTILITIES )~~  
~~PROPERTIES SOLUTION LIMITED was )~~  
~~hereunto affixed in the presence of:- )~~

x

*Director*

x

*Director*

FIRST SCHEDULE

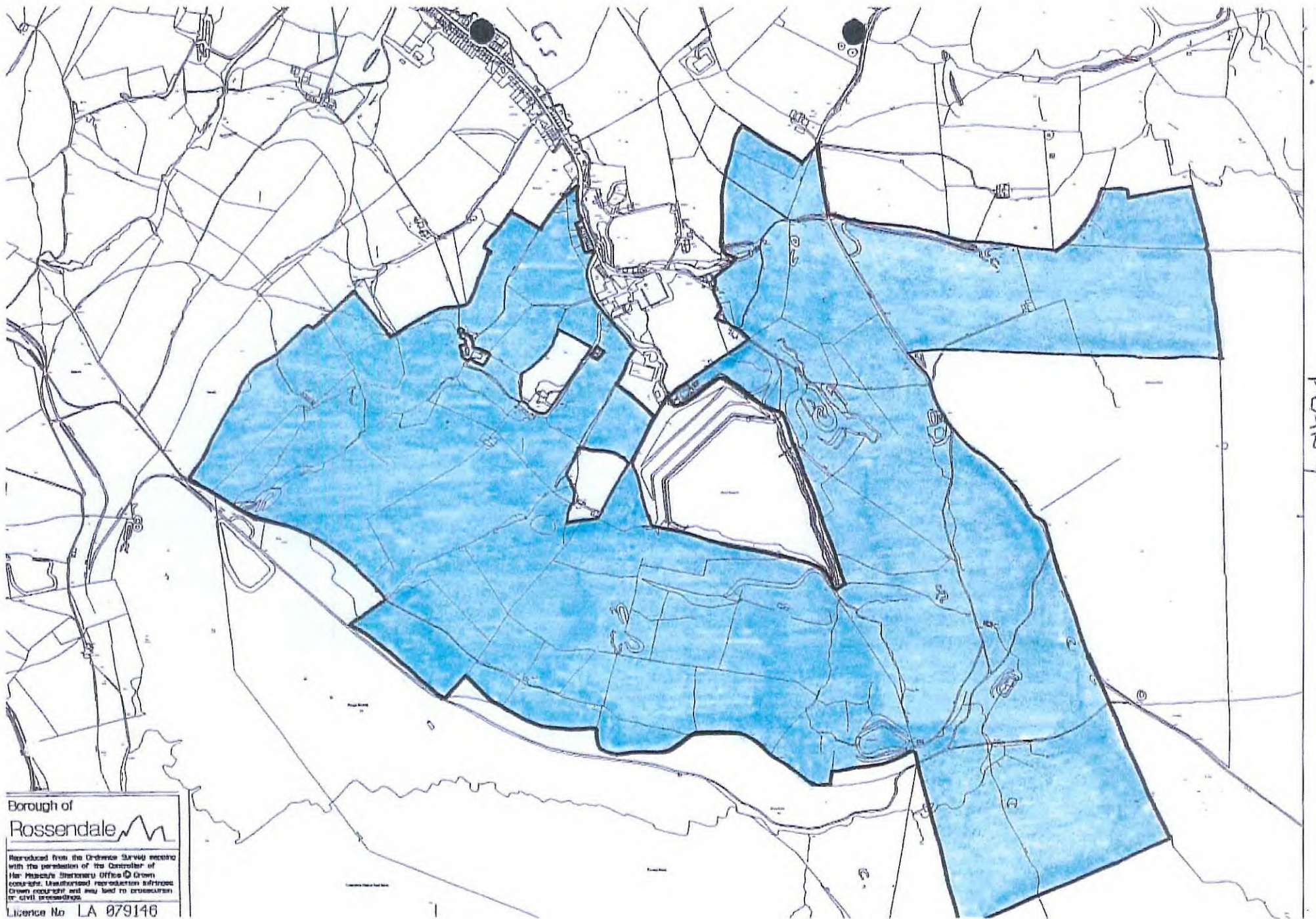
The Property

Land at Lower Fold Cowpe Rossendale more particularly shown edged with a heavy black line on the Plan 329/26

SECOND SCHEDULE

The Development

The reinstatement of two cottages, the conversion of one barn to workspace with ancillary residential accommodation and the conversion of one barn to garaging



Plan 4

Borough of  
**Rossendale**

Reproduced from the Ordnance Survey records  
with the permission of the Controller of  
Her Majesty's Stationery Office © Crown  
copyright. Unauthorised reproduction infringes  
Crown copyright and may lead to prosecution  
or civil proceedings.

Licence No LA 079146