

Ref 737  
CR

# Rossendale Borough Council

## NOTICE OF COMPLETION OF S.106 LEGAL AGREEMENT

TO: STEPHEN STRAY  
KEITH BELL  
PHIL SEDDON

FROM: LINDA FISHER

**FORWARD PLANNING**

LEGAL FILE NO: Z.12/200

VINCENT HINDLEY – PLEASE REGISTER AS A LOCAL LAND CHARGE

The following has been completed:

Planning Ref: APP/2002/501

Proposal: Residential development of the site.

Completion Date (as on Deed) 31<sup>st</sup> March 2008

Parties: Scott-Davey Associates Ltd and Barclays Bank Plc

Terms: Owner to pay commuted sum of £1,000 per dwelling unit erected on the land. Council to use commuted sum to provide and maintain public open space (including children's outdoor play facilities.

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

Request for payments: Owner to serve Notice of Implementation.

Details:

Others:

Commuted Sum: Open Spaces & Play Areas

Amount: £1,000 per dwelling unit.

\* 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/2002/501

Site Details

Land at Tongbridge Mill, Reed Street, Bacup.

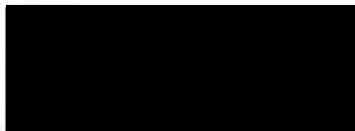
Date Legal Agreement signed

31<sup>st</sup> March 2008

Confirmation that planning permission can be issued and legal agreement checked

Name: Linda Fisher

Date: 4<sup>th</sup> April 2008



Signature: .....

Dated this 31<sup>st</sup> day of MARCH 2008

**ROSSENDALE BOROUGH COUNCIL**

and

**SCOTT-DAVEY ASSOCIATES LIMITED**

and

**BARCLAYS BANK PLC**

**AGREEMENT**

Pursuant to Section 106 of the  
Town and Country Planning Act 1990

Land at Tongbridge Mill Reed Street Bacup

LF/SS/Z.12/200

Linda Fisher  
Head of Legal and Democratic Services  
P. O. Box 74,  
Kingfisher Business Centre,  
Futures Park,  
Bacup. OL13 0WU

**THIS AGREEMENT** is made the 31st day of MARCH Two thousand and eight **BETWEEN ROSSENDALE BOROUGH COUNCIL** P. O. Box 74 Kingfisher Business Centre Futures Park Bacup Lancashire OL13 0WU (hereinafter called "the Council") of the one part and **SCOTT-DAVEY ASSOCIATES LIMITED** whose registered office is situate at Tongbridge Mill Reed Street Bacup OL13 9BG (hereinafter called "the Owner") of the second part and **BARCLAYS BANK PLC** of PO BOX 299, Birmingham B1 3PF hereinafter called the "Mortgagee") of the third part

**WHEREAS**

- (1) The Owner holds a good leasehold title in part of the Land known as land at Tongbridge Mill Reeds Street Bacup registered at the Land Registry under title number LA 453593 and shown edged red on the attached plan subject to Legal Charge in favour of the Mortgagee
- (2) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the area of Rossendale within which the Land is situate
- (3) The Owner has submitted the Application to the Council
- (4) The Council is minded to approve the Application in the form of the draft Planning Permission annexed hereto
- (5) The Owner has agreed that seven days before implementing the Planning Permission it will pay to the Council in accordance with the Agreement the Commuted Sum

**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 Application" An application numbered 2002/501 for planning permission for the Development submitted by the Owner to the Council
- 1.1.3 "the Commuted Sum" the sum of £1,000 per dwelling unit to be erected on the land
- 1.1.4 "the Development" the residential development granted outline permission by Application 2002/501
- 1.1.5 "implement"  
"implementing" Carry(ing) out a material operation as defined in Section 56 of the Act
- 1.1.6 "the Land" All that land shown for identification purposes only edged red on the attached plan
- 1.1.7 "the Planning Permission" Planning permission for the Development reference 2002/501 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

2. **THIS** Agreement 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 all interest in the Land

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

4. **THE OWNER** for itself and its successors in title and assigns hereby covenants with the Council as follows:-

4.1 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 4.3 of this Agreement

4.2 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

4.3 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

4.4 the Owner shall on the execution hereof pay to the Council its reasonable legal costs in the sum of £2,750 properly incurred in the preparation of this Agreement

4.5 to pay the Commuted Sum to the Council seven days prior to implementing the Planning Permission.

5. **THE COUNCIL hereby covenants** with the First Owner and Second Owner to use the Commuted Sum to provide and subsequently maintain in the local area public open space (including childrens outdoor play facilities).

6. **THE MORTGAGEE hereby acknowledges and declares** that this Deed has been entered into by the Landowner with its consent and that the site at Tongbridge Mill Reed Street Bacup 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 said Land in which case it too would be bound by the obligations as if it were a person deriving title from the Owner.

7. 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

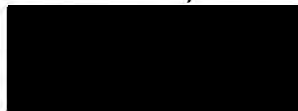
It is hereby agreed and declared that:-

- (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

**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

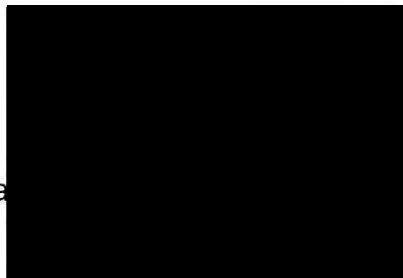
**THE COMMON SEAL** of **ROSSENDALE** )  
**BOROUGH COUNCIL** was hereunto affixed )  
in the presence of:- )



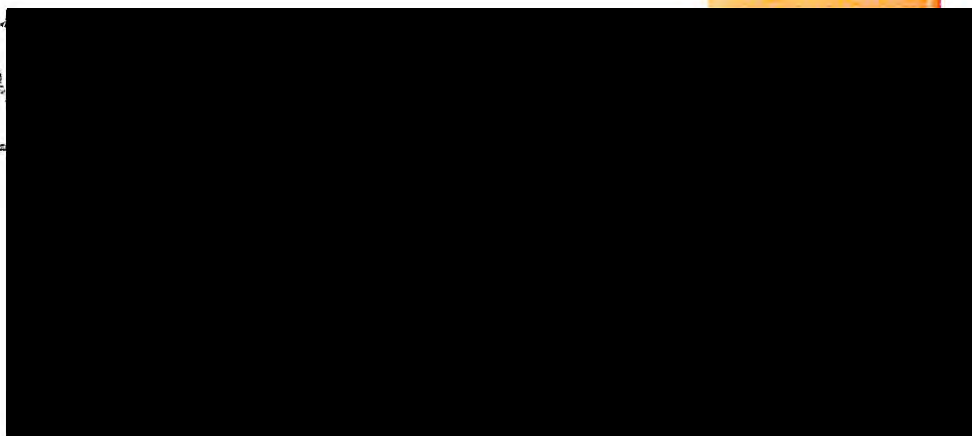
No. IN LOCAL  
REGISTER  
114827

**EXECUTED** as a **DEED** by  
**SCOTT DAVEY ASSOCIATES LIMITED**

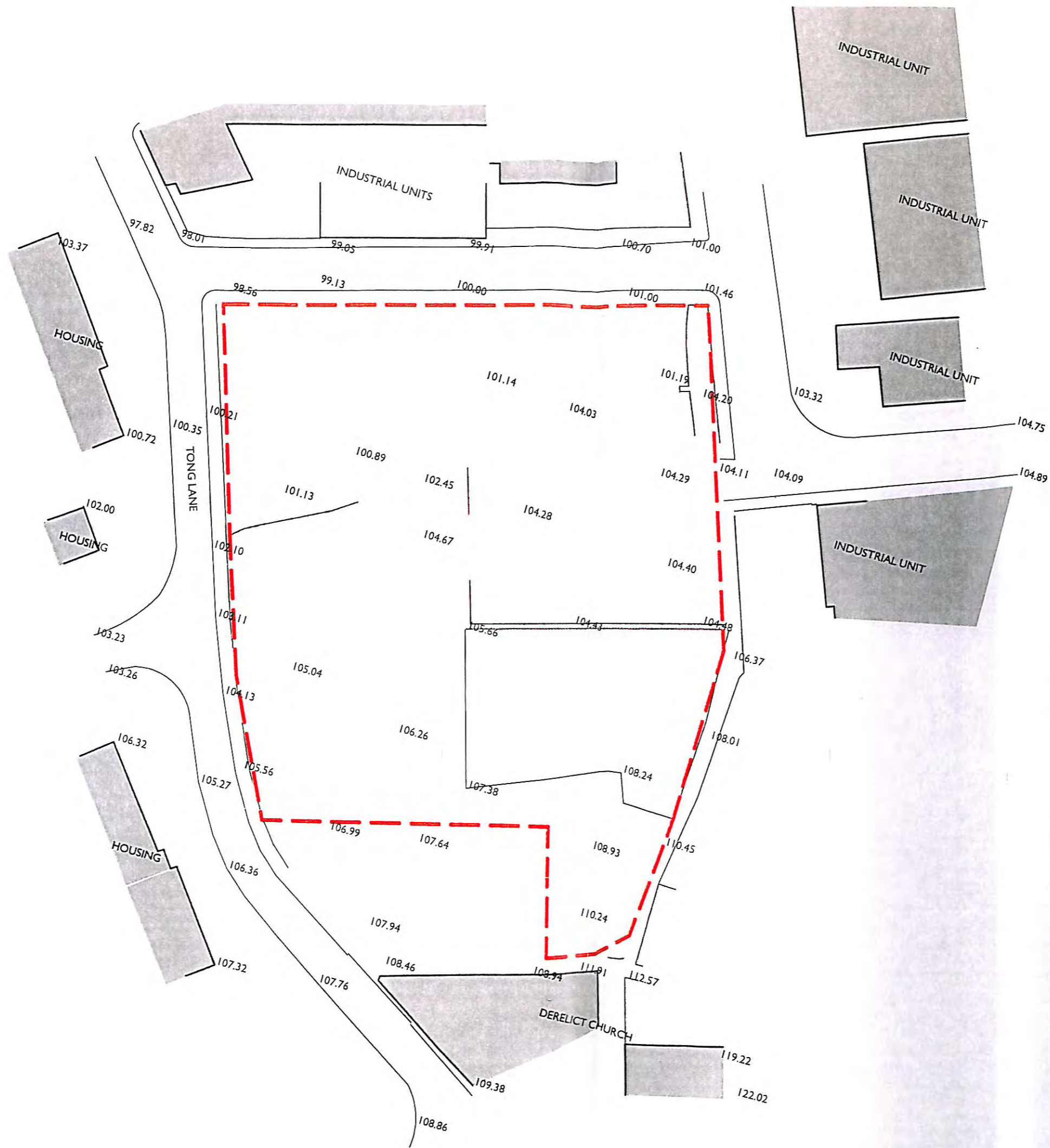
Director  
Director/Secreta



**EXECUTED** (but no delivered  
until the date hereof) as a **DEED**  
by  
As the Attorney and on behalf of  
**BARCLAYS BANK PLC**







MAYOR



**stanton andrews**  
architects

44 york street  
clitheroe  
BB8 2DL

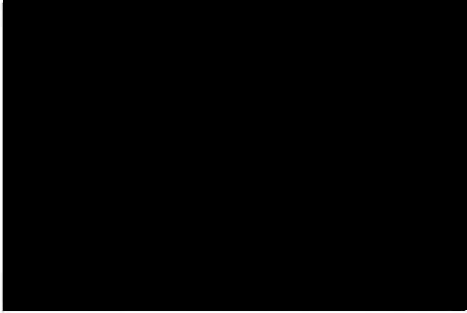
t. 01200 444490  
f. 01200 444491  
e. mail@stantonandrews.co.uk

tong lane  
bacup

existing  
site plan

drg.no. 6/11.01 rev.  
drawn. na date. jan.07 scale. 1.250 at A1  
1.500 at A3

BY THIS POWER OF ATTORNEY by way of deed dated 20 June 2007, we, BARCLAYS BANK PLC of 1 Churchill Place, London, E14 5HP (the "Bank") hereby appoints for a period of one year from the date of this deed



as its true and lawful attorney (the "Attorney") for and on behalf of the Bank (but without prejudice to or in any way limiting the actual or ostensible authority of the said Attorney, to do and execute the following acts and deeds

1. To sign all forms of written documents except acceptances and endorsements of bills of exchange.
2. To accept and endorse bills of exchange jointly with some other person duly authorised by the Bank for that purpose.
3. To sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easement and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, reconveyances and re-assignments of real or personal property, mortgaged, charged or assigned by way of security to the Bank.
4. To make any declaration, affidavit or proof of any debt due or claimed to be due to the Bank in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.


This Power of Attorney replaces any previous Power of Attorney issued to the Attorney save for any specific power issued.


This Power of Attorney shall be construed under and governed by the laws of England and Wales, to the jurisdiction of whose courts do hereby submit.

In witness whereof, this Power of Attorney has been executed as a deed on the date first written above.

The Common Seal of  
Barclays Bank PLC  
Was hereunto affixed in the  
Execution of this Deed in the presence of



  
ASSISTANT SECRETARY  
Authorised Sealing Officer

I certify that this is a true and complete copy of the	
on	
FO	
Na	
Job	
Da	