

Rossendale Borough Council

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

TO: BRIAN SHEASBY
KEITH BELL
PHIL SEDDON
FORWARD PLANNING
VINCENT HINDLEY – PLEASE REGISTER AS A LOCAL LAND CHARGE

FROM: LINDA FISHER
LEGAL FILE NO: Z12/225

The following has been completed:

Planning Ref: APP/2002/608

Proposal: The demolition of existing premises and new access to facilitate residential development on Land at Herbert Street, Stacksteads.

Completion Date (as on Deed) 6th February 2008

Parties Rossendale Borough Council and Michael John Cheadle and Peter George Cheadle

Terms The owner to pay Commuted sum of £11,000 for the enhancement of Local Community Facilities however in the event that more than 11 dwellings are approved at Reserved Matters Approval the owner to pay sum of £1,000 per dwelling for each additional dwelling exceeding 11 in number to be erected on the Land.

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

Request for payments Owner to give Notice of Implementation.

Details _____

Others _____

Commuted Sum Local Community Facilities

Amount £11,000 (plus £1,000 per dwelling for each additional dwelling exceeding 11 in number to be erected on the Land – see above).

*** 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/2002/608

Site Details

Land at Herbert Street, Stacksteads.

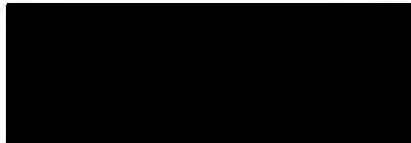
Date Legal Agreement signed

6th February 2008

Confirmation that planning permission can be issued and legal agreement checked

Name: Linda Fisher

Date: 27th February 2008



Signature:

Dated this 6th day of February 2008

ROSSENDALE BOROUGH COUNCIL

and

MICHAEL JOHN CHEADLE

and

PETER GEORGE CHEADLE

AGREEMENT

**Pursuant to Section 106 of the
Town and Country Planning Act 1990
land at Herbert Street Stacksteads**

LF/SS/Z.12/225

Linda Fisher
Executive Director of Regulatory Services,
P. O. Box 74,
Kingfisher Business Centre,
Futures Park,
Bacup. OL13 0WU

THIS AGREEMENT is made the 6th day of February Two thousand and ~~seven~~^{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 **MICHAEL JOHN CHEADLE** and **PETER GEORGE CHEADLE** of
[REDACTED] (hereinafter called "the Owner") of the second
part

WHEREAS

- (1) The Owner is the freehold owner of the Land and the Owners title to the Land is registered at the Land Registry under Title Number LA 612016.
- (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

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 outline application numbered 2002/608 for planning permission for the Development submitted

- by the Owner to the Council
- 1.1.3 "the Commuted Sum" the sum of £11,000 (Eleven thousand pounds) however in the event that more than 11 dwellings are approved at Reserved Matters Approval the additional figure of £1,000 (One thousand pounds) per dwelling exceeding 11 in number to be erected on the Land.
- 1.1.4 "the Development" the demolition of existing premises and new access to facilitate residential development
- 1.1.5 "implement" Carry(ing) out a material operation as defined in "implementing" Section 56 of the Act
- 1.1.6 "Local Community Facilities " Stacksteads Recreation Ground, Stacksteads, Rossendale
- 1.1.7 "the Land" All that land at Herbert Street Stacksteads shown for identification purposes only edged red on the attached plan
- 1.1.8 "the Planning Permission" Planning permission for the Development reference 2002/608 in the form of the annexed draft
- 1.1.9 "Reserved Matters" The approval of reserved matters granted pursuant to the Application.
- 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 £750 properly incurred in the preparation of this Agreement

5. **THE COUNCIL** hereby covenants with the Owner as follows:-

5.1 to use the Commuted Sum paid to the Council under this Agreement for the purpose of the enhancement of the existing public open space to Local Community Facilities.

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

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:-)

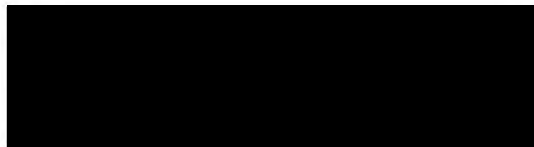
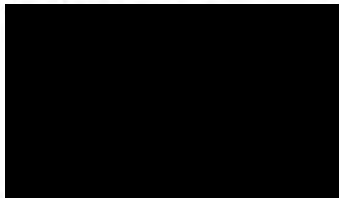


Authorised Signatory

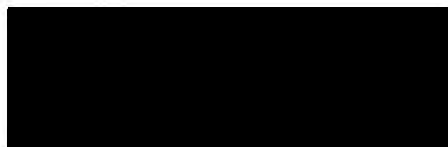
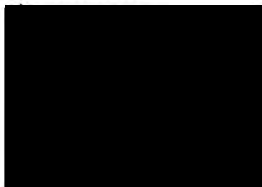


No. of SEAL REGISTER
114816

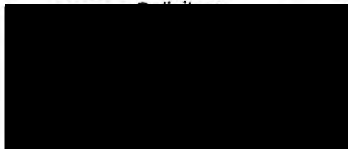
SIGNED as a DEED by
MICHAEL JOHN CHEADLE
in the presence of:-

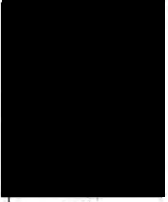


SIGNED as a DEED by
PETER GEORGE CHEADLE
In the presence of:-



HULTON BAILEY & CO.





MAYOR

- 3 The development hereby permitted shall be begun either before the expiration of three years from the date of this permission, or before the expiration of one year from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Reason for this condition : Required by Section 51 of the Planning and Compulsory Purchase Act 1990.

- 4 The access shall be constructed in accordance with the scheme shown on the amended plans received by the Local Planning Authority on 3 January 2003.

Reason for this condition : For the avoidance of doubt and in the interest of highway safety to accord with the criteria in Policy DC1 of the adopted Rossendale District Local Plan.

- 5 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting season following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason for this condition : In the interests of visual amenity in accordance with the criteria of Policy DC1 of the adopted Rossendale District Local Plan.

- 6 No development shall be commenced until a detailed site investigation report to assess the degree and nature of any land contamination has been submitted to and first approved in writing by the Local Planning Authority in consultation with the Environment Agency and the report shall contain details of appropriate measures to prevent pollution of groundwater and surface water, including provisions for monitoring. The development shall thereafter be carried out in full accordance with the agreed measures and details.

Reason for this condition : To prevent pollution of the water environment.

- 7 Prior to first occupation of any dwelling 6 replacement garages shall be provided in accordance with a scheme to be submitted to and approved by the Local Planning Authority prior to commencement of development.

Reason for this condition : Required by Policy H2 of the adopted Rossendale Local Plan.

Summary of Reasons for Approval

- 1 TBC

Summary of the policies and proposals in the Development Plan(s) which are relevant to the decision

Local Plan

DC1 Development Criteria

Note:

Date:

Development Control
One Stop Shop
Town Centre Offices
Lord Street, Rawtenstall
Rossendale BB4 7LZ

Brian Sheasby
Team Manager - Development Control

Notes

N.B. This permission refers only to that required under the Town and Country Planning Act 1990 and does not include any consent or approval under any other enactment, byelaw, order, regulation or Act. This consent does not constitute Listed Building Consent.

A) Appeals to the Secretary of State

If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he or she may appeal to the Secretary of State in accordance with sections 78 and 79 of the Town and Country Planning Act 1990 within six months of the date of this notice. (Appeals must be made on a form which is obtainable from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or from the web site www.planning-inspectorate.gov.uk). The Secretary of State has the power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been so granted otherwise than subject to the conditions imposed by the Council. Appeals that are pursued unreasonably may be the subject of an award of costs in accordance with the provision of Circular 8/93.

B) Purchase Notices

If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.