

Rossendale Borough Council

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

TO: BRIAN SHEASBY/ Anne Storah /  
Keith Bell / Phil Seddon

FROM: LINDA FISHER

LEGAL FILE NO:Z12/ 223

The following has been completed:

Planning Ref: APP/2004/012

Proposal: land at Former Chapel off York Street

Completion Date (as on Deed) 13<sup>th</sup> November 2006

Parties RBC and Barnet Construction

Terms Highways sum and recreation area sum

Receipt of money

Request for payments

Details Both to be paid on 1<sup>st</sup> October 2007

Others

Commuted Sum £6000 and £12,000 Amount

**\* 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/200 /as above

Site Details

As above

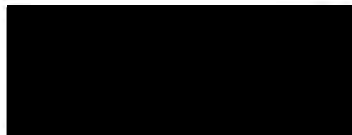
Date Legal Agreement signed

13<sup>th</sup> November 2006

Confirmation that planning permission can be issued and legal agreement checked

Name: Linda Fisher

Date: 15<sup>th</sup> November 2006



Signature: .....

DATED 13th November 2006

- (1) ROSSENDALE BOROUGH COUNCIL
- (2) BARNETT CONSTRUCTION LIMITED
- (3) HSBC PLC

-----  
**AGREEMENT**  
-----

under Section 106 Town and Country Planning Act 1990  
relating to land at Former Chapel, Off York Street,  
Crawshawbooth

LF/SS/Z.12/223

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

THIS AGREEMENT is made on the 13th day of November 2006

**BETWEEN:**

- (1) **ROSSENDALE BOROUGH COUNCIL** of P. O. Box 74 Kingfisher Business Centre Futures Park Bacup OL13 0WU ("the Council") (2) **BARNETT CONSTRUCTION LIMITED** of Forest Bank Road Crawshawbooth Rossendale Lancashire BB4 8NP ("the Landowner") (3) **HSBC BANK PLC** of 8 Canada Square London E14 5RT ("the Mortgagee")

**BACKGROUND**

- (A) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Site is located and the person who is entitled to enforce the obligations contained in this Agreement
- (B) The County Council is the Highway Authority for the area in which the Site is located
- (C) The Landowner is the freehold owner of the whole of the Site registered at H. M. Land Registry under title numbers LA502220 and LA952929 free from encumbrances which would prevent the Landowner entering into this Agreement
- (D) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Landowner and its successors in title
- (E) The Landowner has by application reference 2004/012 ("the Planning Application") applied to the Council for permission to develop the Site 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 more particularly set out in the Second Schedule ("the

Development")

- (F) The Council has decided to grant planning permission for the Development in accordance with the Planning Application subject to the making of this Agreement without which planning permission for the Development would not have been granted.
- (G) The Landowner agrees to pay the sum of £6,000.00 to the Council as agents for the Highway Authority in accordance with Schedule 3 and the sum of £12,000 to the Council in accordance with Schedule 3
- (H) The Mortgagee hereby consents to the terms of this Agreement and acknowledges that subject as herein provided the Site will be bound by restrictions and obligations contained in this Agreement

## **OPERATIVE PROVISIONS**

### **1. INTERPRETATION**

- 1.1 In this Agreement, the following words and expressions have the following meanings:

**“1990 Act”**

the Town and Country Planning Act 1990  
as amended by Section 12 of the Planning  
and Compensation Act 1991

**“Application”**

an application for full planning permission  
for the development of the Site made by  
Barnett Construction Limited carrying the  
reference 2004/012

<b>“Commencement Date”</b>	the date on which the Development commences by the carrying out on the Site pursuant to the Permission of a material operation as specified in section 56(4) of the 1990 Act
<b>“Development”</b>	the development of the Site in accordance with the Permission and described in the Second Schedule
<b>“Highways Commuted Sum “</b>	a financial contribution of £6,000.00 to the Council to fund the improvement of the adjacent north bound bus stop on Burnley Road including the provision of a new shelter and kerb re-alignment
<b>“Recreation Area Contribution”</b>	A contribution in lieu of provision of open space on the Site to be used towards the improvement and maintenance of recreation area to be selected by the Council
<b>“Permission”</b>	the planning permission which may be granted in pursuance of the Application
<b>“Plan 1”</b>	Plan 1 attached to this Agreement
<b>“Site”</b>	the freehold property known as Land at Former Chapel off York Street

Crawshawbooth described in Schedule 1  
and shown for the purposes of  
identification only edged red on Plan 1

2. **NOW THIS DEED** is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section to the intent that it shall bind all interests in the Site 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:-
- 2.1 The Landowner covenants with the Council to comply with the obligations specified in the Third Schedule
- 2.2 The Council covenant to issue the Planning Permission within 14 days of the date of this Agreement
- 2.3 It is agreed and declared as follows:-
- 2.4 The expressions "the Council" and "the Landowner" shall include their successors in title and assigns
- 2.5 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
- 2.6 This Agreement is a local land charge and shall be registered as such
- 2.7 The Landowner agrees to pay the Council's reasonable legal fees in the sum of £900 relating to the preparation of the Agreement
- 2.8 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:-

2.8.1 in the case of a notice to be served on the Council addressed to its Chief Executive at the above address

2.8.2 in the case of a notice to be served on the Landowner to the Landowner at the above address

2.9 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

2.10 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. 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

4. In the event of late payment of the Highways Commuted Sum and the Recreation Area Contribution 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

the amount of the Highways Commuted Sum and the Recreation Area Contribution shall be uplifted by the amount which bears the same proportion to the Highways Commuted Sum and the Recreation Area Contribution 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

IN WITNESS whereof these presents have been duly executed as a DEED by the parties hereto the date and year first before written

### **FIRST SCHEDULE**

All that plot of land shown edged red on Plan 1 annexed hereto which is situate at the Former Chapel Off York Street Crawshawbooth

### **SECOND SCHEDULE**

The Development consisting of the conversion of a Former Chapel including physical alterations to form 12 apartments with access and 19 car parking spaces and 2 residents spaces

### **THIRD SCHEDULE**

The Landowner for itself and its successors in title and assigns hereby covenant with the Council as follows:

- (1) on the 1<sup>st</sup> October 2007 to pay the Highways Commuted Sum of £6,000.00
- (2) on the 1<sup>st</sup> October 2007 to pay the Recreation Area Contribution of £12,000.00
- (3) to give notice in writing to the Council seven days prior to the Commencement Date

**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:-



)  
[Redacted signature]

Authoris

THE COMMON SEAL of BARNETT  
CONSTRUCTION LIMITED was affixed  
to this DEED in the presence of:-

)  
)  
)  
[Redacted signature]

IN WITNESS WHEREOF this document which is intended to take effect as a deed has  
been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day  
and year first above written.

SIGNED AND DELIVERED

[Redacted signature]

[Redacted signature]

Attorney of  
SBC Bank plc



DRAFT

# Rossendale Borough Council

## Town and Country Planning Act 1990

### Planning Permission

PLA8564

**Applicants Name :** Barnett Construction Ltd

**Notice Recipient :** Alan Kinder Associates  
(Applicant/Agent)



#### Part 1 - Particulars of Application

**Date Received :** 07/01/2004

**Application No :** 2004/012

**Proposed works :** Conversion of the former Chapel, including physical alterations to form 12 no. apartments with access road and 19 car parking spaces and 2 residents spaces

**Location :** FORMER CHAPEL OFF YORK STREET CRAWSHAWBOOTH

**Grid Reference :** (E)25200000(N)81100000

#### Part 2 - Particulars of Decision

The Rossendale Borough Council hereby give notice that **planning permission has been granted** for the execution of works referred to in Part I hereof in accordance with the application and plans submitted **subject to the following conditions:**

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.  
**Reason for this condition :** Required by Section 51 of the Planning and Compulsory Purchase 2004 Act
- 2 The development shall be carried out in accordance with plans numbered 03114 01, 02, 03, 04 and 05 received on 07/01/04 and 03114 06 and 07 and letter dated 16/02/04 received on 17/02/04.  
**Reason for this condition :** To ensure the development complies with the approved plans and for the avoidance of doubt.
- 3 Details of the proposed junction of the new access road and York Street including sight lines shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out in accordance with the approved details prior to the occupation of any of the apartments hereby approved.

**Reason for this condition :** In the interests of pedestrian and highway safety in accordance with policy DC.1 of the Rossendale District Local Plan.

- 4 The building shall not be occupied until the proposed access road and parking areas have been constructed, drained, surfaced and laid out in accordance with details to be first submitted to and approved in writing by the Local Planning Authority; the parking areas shall not thereafter be used for any purpose other than the parking of vehicles.

**Reason for this condition :** To ensure adequate off-street parking in the interests of highway safety in accordance with policy DC.1 of the Rossendale District Local Plan.

- 5 Notwithstanding the submitted plans or application forms all of the 18 car parking spaces shall be made available for the occupiers of the 12 apartments, none shall be designated solely for visitor use.

**Reason for this condition :** To ensure adequate off-street parking in the interests of highway safety in accordance with policy DC.1 of the Rossendale District Local Plan and Lancashire County Council's car parking standards.

- 6 Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from car parking areas shall be passed through trapped gullies with an overall capacity compatible with the site being drained.

**Reason for this condition :** To prevent pollution of the water environment in accordance with policy DC.1 of the Rossendale District Local Plan.

- 7 The development shall not be commenced until full details, including a representative sample of the external material to be used to block up the existing openings have been submitted to and approved in writing by the Local Planning Authority and shall thereafter be carried out in accordance with details approved.

**Reason for this condition :** In the interests of visual amenity and to accord with policies DC.1 and DC.4 of the Rossendale District Local Plan.

- 8 No development shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of landscaping, which shall include indications of all existing trees on the land, and details of any to be retained, together with measures for their protection in the course of development.

**Reason for this condition :** In the interests of residential amenity in accordance with policy DC.1 of the Rossendale District Local Plan.

- 9 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the occupation of the building or the completion of the development, whichever is 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 a similar size and species, unless the Local Planning Authority gives written consent to any variation.

**Reason for this condition :** In the interests of residential amenity in accordance with policy DC.1 of the Rossendale District Local Plan.

- 10 Prior to the development commencing:
- a) A contaminated land Phase I report to assess the actual/potential contamination risks at the site shall be submitted to, and approved in writing by, the Local Planning Authority (LPA)
  - b) Should the Phase 1 report recommend that a Phase II investigation is required, a Phase II investigation shall be carried out and the results submitted to, and approved in writing by, the LPA.
  - c) Should the Phase II investigations indicate that remediation is necessary, then a Remediation Statement shall be submitted to, and approved in writing by, the LPA. The remedial scheme in the approved Remediation Statement shall then be carried out. Should remediation be required, a Site Completion Report detailing the conclusions and actions taken at each stage of the works including validation works shall be submitted to, and approved in writing by, the LPA prior to the first use or occupation of any part of the development hereby approved.

**Reason for this condition :** To ensure the development is suitable for its end use and the wider environment and does not create undue risks to site users or neighbours during the course of the development in accordance with policy DC.1 of the Rossendale District Local Plan.

**Summary of Reasons for Approval**

1 To Be Confirmed

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

**Local Plan**

DC1 Development Criteria  
DC4 Materials

**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](http://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.