

Rossendale Borough Council

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

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

FROM: LINDA FISHER
LEGAL FILE NO: Z.12/220

The following has been completed:

Planning Ref: APP/2004/143

Proposal: Residential development of 90 new dwellings and landscaped area

Completion Date (as on Deed) 8th February 2007

Parties 1. Rossendale Borough Council 2. Barnfield Contractors (UK) Limited and
3. Barnfield Peregrine Limited

Terms 1. The Owner to provide 5 affordable units. 2. The Owner to pay an Open Space
commuted sum. 3. The Owner to pay a Bus Quality commuted sum.

Receipt of money Open Space commuted sum payable within 7 days of the issue of the
Completion Certificate.

Request for payments Bus Quality commuted sum payable upon implementation of the
Planning Permission.

Details _____

Others _____

Commuted Sum Bus Quality Amount £40,000.00

Commuted Sum Open Space Amount £104,310.00

*** 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/2004/143

Site Details

Land at Rockcliffe Road, Bacup.

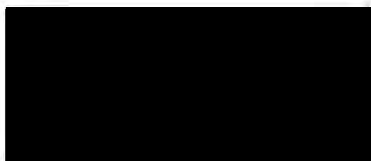
Date Legal Agreement signed

8th February 2007

Confirmation that planning permission can be issued and legal agreement checked

Name: Linda Fisher

Date: 8th February 2007



Signature:

DATED 8th February 2007

- (1) ROSSENDALE BOROUGH COUNCIL
- (2) BARNFIELD CONTRACTORS (UK) LIMITED
- (3) BARNFIELD PEREGINE LIMITED

AGREEMENT

under Section 106 Town and Country Planning Act 1990
relating to land at Rockcliffe, Bacup.

LF/SS/Z.12/220

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

THIS AGREEMENT is made the day of 2007

BETWEEN

(1) **ROSSENDALE BOROUGH COUNCIL** of P. O. Box 74 Kingfisher Business Centre Futures Park Bacup Lancashire OL13 0WU ("the Council").

(2) **BARNFIELD CONTRACTORS (UK) LIMITED (Company No. 4128638)** whose registered office is situate at Lynton House 7/12 Tavistock Square London EC1 ("the Owner")

(3) **BARNFIELD PEREGRINE LIMITED** whose registered office is situate at The Globe Centre Scaitcliffe Street Accrington ("the Developer")

BACKGROUND

1. The Council is the Local Planning Authority for the purposes of the 1990 Act of the area within which the Land is situate.
2. The Owner if the registered proprietor under Title Number LA582474 of the freehold interest in the Land.
3. The Developer has submitted to the Council the Application for the Development on the Land.
4. The Council has resolved to grant planning permission to the Development in accordance with the Application subject to the making of this Agreement without which planning permission would not be granted.
5. For the purposes of determination by the Council of the Application the Developer and the Owner wish to enter into the planning obligation herein specified pursuant to section 106 of the 1990 Act with the intention that if the Council approve the Application and grant planning permission for the Development pursuant thereto the Council will then be able to enforce the obligations pursuant to section 106 of the 1990 Act.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement the following words and expressions have the following meaning

- 1.1.1 **“the 1990 Act”** the Town and Country Planning Act 1990 (as amended)
- 1.1.2 **“Affordable Price”** (a) a sum in respect of the Affordable Units for sale not exceeding 70% of the open-market value this equates to two bed units for sale at a price of no more than £66,000 (discount of 30% of an open market value of £95,000) and three bed units at a sale price of no more than £87,500 (discount of 30% of an open market value of £125,000)
- 1.1.3 **“ the Affordable Units”** the affordable housing to be provided on the Land which shall comprise 5 dwellings within the Development consisting of 2 two bed roomed units (Phase 2 and 3 of the Development) and 3 three bed roomed units (Phase 3, 4 and 5 of the Development) the locations of which are as indicated on the Plan within the phases as shown on the Plan to this Agreement
- 1.1.4 **“the Agreed Value”** the Affordable Price on the sale of each Affordable Unit to be first agreed in writing with the Council prior to the offer of the Affordable Unit to the Nominated Person

- 1.1.5 **“the Application”** the Application numbered APP/2004/143 for planning permission for the Development submitted by the Developer to the Council on the 4th day of March 2004.
- 1.1.6 **“Bacup”** the urban area of Bacup as shown on the Inset Map contained in the Council's adopted statutory development plan
- 1.1.7 **“Bus Quality Commuted Sum”** the sum of (£40,000) forty thousand pounds on to be paid in accordance with the Third Schedule and applied by the Council or Lancashire County Council towards the provision of quality bus route infrastructure
- 1.1.8 **“the Development”** the erection of 90 dwellings on the Land
- 1.1.9 **“Implement Implementing and Implementation”** carrying out a material operation as defined by section 56 of 1990 Act
- 1.1.10 **“the Land”** all that piece or parcel of land being land off Rockcliffe Road shown for identification purposes only edged red on the attached Plan 1
- 1.1.11 **“Main Residence”** a dwelling occupied by the same Persons for more than 6 months of every year
- 1.1.12 **“Market Dwellings”** the dwellings comprised in the Development other than the Affordable Units
- 1.1.13 **“Nominated Person”** a person who approves the set criteria set by the Council as listed in the Fourth Schedule

- 1.1.14 **“Occupation” and “Occupied”** occupation for the purposes permitted by the Planning Permissions but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
- 1.1.15 **“Open Market Value”** the meaning ascribed to it in the Appraisal and Valuation Manual published by the Royal Institute of Chartered Surveyors
- 1.1.16 **“Open Space Land”** means the five tranches of land shown for identification purposes hatched green on the Plan
- 1.1.17 **“Open Space Commuted Sum”** the sum of (£104,310.00) one hundred and four thousand three hundred and ten pounds to be paid in accordance with the Second Schedule as a commuted sum figure towards the cost of maintenance of the landscaped areas and areas of open space proposed to be created by the Development .
- 1.1.18 **“Planning Permissions”** the planning permission which may be granted in pursuance of the Application
- 1.1.19 **“Practical Completion”** the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect

1.1.20 "Working Day" any day from Monday to Friday (inclusive) which is neither Christmas Day, nor Good Friday and not any statutory Bank Holiday.

1.2 In this Agreement

1.2.1 the clause headings do not effect its interpretation

1.2.2 unless otherwise indicated references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part of paragraph are to a Part or paragraph of that Schedule

1.2.3 references to any statute or statutory provision include references to

1.2.3.1 that statute or statutory provision as from time to time amended extended re-enacted consolidated or replaced and

1.2.3.2 any orders regulations instruments or other subordinate legislation made under the statute or statutory provision whether before or after the date of this Agreement.

1.2.4 references to the Land include any part of it

1.2.5 references to any party in this Agreement include the successors in title of that party. In addition references to the Council include any successor local planning authority exercising planning powers under the 1990 Act

1.2.6 "including" means "including without limitation"

1.2.7 any covenant by the Owner not to do any thing or act includes a covenant not to permit or allow the doing of that act or thing

1.2.8 where two or more people form a party of this Agreement the obligations they undertake may be enforced against them all jointly or against each of them individually and

1.2.9 if any provision is held to be illegal, invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement remains unaffected

1.3 This Agreement is made in pursuance of section 106 of the 1990 Act to the intent that it shall bind all interest in the Land into whosoever hands the same may come and the Owner and its successors in title and assigns and all persons claiming under or through it

1.4 The parties to this Agreement do not intend that any other terms will be enforceable by virtue of the Contracts (Rights or Third Parties) Act 1999 by any person not a party to it

2. EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council.

2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 they are entered into pursuant to the powers contained in section 111 Local Government Act 1972 section 2 Local Government Act 2000 and all other enabling powers.

2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation to the Land or otherwise

2.4 This Agreement will be registered as a local land charge by the Council

3. COMMENCEMENT

- 3.1 Except as otherwise mentioned in this Agreement this Agreement shall take effect when the Planning Permission is granted.

4. OBLIGATIONS

- 4.1 The Owner for itself and its successors in title and assigns hereby covenants with the Council that they will comply in all respects with the obligations on their behalf in the first second and third Schedules.
- 4.2 The Owner agrees with the Council to perform and comply with the obligations set out in relation to the Development.
- 4.3 The Council agrees with the Landowner that it will issue the Planning Permission as soon as reasonably practicable after the date of this Agreement and covenants with the Owner as set out in the Fifth Schedule
- 4.4 Any notice consent or approval to be given pursuant to the terms of this Agreement by any party shall not be unreasonably withheld or delayed and the parties to this Agreement agree to act reasonably in carrying their functions obligations and covenants as described in this Agreement.
- 4.5 Where any certificate to consent permission approval or satisfaction is required to be given under this Agreement such certificate consent permission approval or satisfaction shall be in writing and will not be unreasonably withheld or delayed
- 4.6 The Owner shall on the execution hereof pay to the Council its reasonable legal costs properly incurred in the preparation of this Agreement in the sum of £1,500.00.
- 4.7 The Owner and the Council hereby agree as follows:

4.7.1. The Owner shall comply with the covenants contained in the sixth Schedule and to transfer to the Council for the consideration of £1 each tranche of the Open Space Land as shown by the separate hatched areas on the Plan substantially in the form of transfer set out in the Sixth Schedule

4.7.2 Completion of the said transfer of the tranches of Open Space Land referred to in paragraph 4.7.1 above shall take place on or before Occupation of the last unit within the Development

4.8 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

4.9 No person will be liable for a breach of the terms of this Agreement occurring after the date on which they part with their interest in the Land or the part of the Land in respect of which such breach occurs but will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Land in any transfer of the Land will constitute an interest for the purpose of this clause.

5. **EXPERT**

5.1 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 anyway 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 the 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")

- 5.2 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.
- 5.3 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.
- 5.4 It is hereby agreed and declared that
 - 5.4.1 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.
 - 5.4.2 the Expert shall be entitled to call for such independent expert advice on such matters as he shall think fit
 - 5.4.3 the Expert shall have an unfettered discretion to determine the reference to him

5.4.4 the fees and expenses of the Expert including the costs of his appointment shall be borne equally between the parties unless the Expert shall direct otherwise and he shall have the power so to direct if he considers it is reasonable to do so having had regard to the conduct of the parties during the course of the dispute in question.

6. TERMINATION OF THIS AGREEMENT

6.1 This Agreement will come to an end if

6.1.1 the Planning Permission is quashed or revoked before any implementation so as to render this Agreement or any part of it irrelevant impracticable or unviable.

6.1.2 the Planning Permission expires before any implementation is carried out

6.2 Where the Agreement comes to an end under clause 6.1 the Council will under written request of the Owner after the obligations on the part of the Owner contained herein have been fulfilled issue confirmation thereof and thereafter vacate or cancel the entry made in the Local Land Charges Register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affect the Land.

7. NOTICES

7.1 Any notice demand or any other communications served by any party under this Agreement is to be delivered by hand or sent by first class post pre-paid or recorded delivery.

7.2 Any notice demand or any other communications is to be sent to the following address of the parties or to such address as one party may notify in writing to the others at any time as its address for service.

7.2.1 On the Council at the address set out above and addressed to its Head of Planning and Building Control

7.2.2 On the Owner to the Owners address referred to above

7.3 Unless the time of actual receipt is proved a notice demand or communications sent by the following means is to be treated as having been served.

7.3.1 If delivered by hand at the time of delivery

7.3.2 If sent by post on the second working day after posting or

7.3.3 If sent by recorded delivery at the time delivery was signed for

7.4 If a notice demand or any other communication is served after 4.00pm on a working day or on a day that is not a working day it is to be treated as having been served on the next working day.

7.5 For the avoidance of doubt where proceedings have been issued in the courts of England and Wales the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

8. ENFORCEMENT

8.1 This Agreement is to be governed and interpreted in accordance with the law of England and Wales.

8.2 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out or related to this Agreement. This clause operates for the benefit of the Council who retain the right to sue the Owner

and enforce any judgment against the Owner in the courts of any competent jurisdiction.

9. LATE PAYMENT

If any payment due under the provisions of this Agreement is not made on or before the date upon which it is due (the "Due Date") the party from whom it was due shall at the same time as making the payment to the other party pay at interest at 3% above the base lending rate of the Bank of England as at the due date for the period starting with the Due Date and ending on the date on which payment of the sum on which interest is payable is made.

IN WITNESS whereof this document has been executed as a Deed by the respective parties hereto in the appropriate manner and with the intention of such document delivered on the part of each of them as a Deed on (but not before) the day and year first before written.

FIRST SCHEDULE

(Planning Obligations concerning Affordable Housing)

The Owner covenants as follows such covenants to apply to first and subsequent sales of the Affordable Units:

- 1.1 To provide 5 Affordable Units;
- 1.2 The Owner shall not offer for sale the Affordable Units other than at the Affordable Price that being the Agreed Value at the time of the sale and to a Nominated Person in accordance with the Fourth Schedule
- 1.3 The Affordable Units will be available in perpetuity for sale and that they will not be offered for let or sub let
- 1.4 In relation to each and every sale of the Affordable Units as aforesaid the Owner shall submit in writing to the Council for approval (such approval not to

be unreasonably refused or delayed) its assessment of the Open Market Value and no Affordable Unit will be sold without the receipt in writing of the Council's agreement to the Value at which the Affordable Unit will be sold

1.5 If the Council does not approve the Owners' assessment of the Affordable Price for any of the Affordable Units or the Agreed Value cannot be agreed within 14 days of the receipt by the Council of the Owner's assessment pursuant to clause 1.4 above then the figure shall be determined by an expert in accordance with Clause 6 of this Agreement

1.6 To build the Affordable Units in accordance with

1.6.1 the Planning Permission and

1.6.2 a specification and size in accord with that of the Market Dwellings of the same or similar type as the Affordable Units PROVIDED THAT it is hereby acknowledged that the specification for any Market Dwelling may be higher than the Affordable Units of the same or similar type when the purchaser of any Market Dwelling has requested and paid for such higher specification.

1.7 Not to dispose of more than 80% of the total number of dwellings on each Phase of the Development built in accordance with the Planning Permission until the Affordable Unit for that Phase has been practically completed and clause 2.0.1 has been complied with

2.0 Any sale of the Affordable Units shall be subject to the following terms

2.0.1 the Owner shall inform the Council of the offer for sale ("Offer")

2.0.2 the transfers shall contain the following provisions

(a) the grant by the transferor to the transferee of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Units

- (b) a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purposes of the Development and future maintenance of the Affordable Units
- (c) a covenant not to use the Affordable Units other than for the purposes of affordable housing
- (d) a covenant not to dispose of any of the Affordable Units other than at the Affordable Price and not to dispose of any of the Affordable Units other than in accordance and to the intent that all Affordable Units shall be used for the purpose of providing housing to Nominated Persons and in the event of such Nominated Person seeking to dispose of their interest in the Affordable Unit to serve notice of such intention on the Council in which event the provisions of this clause 2 and the provisions and procedures of the Fourth Schedule shall apply to the transfer of the Affordable Unit by the Nominated Person.
- (e) Such covenants as the Owner may reasonably require for the maintenance of the Development completed pursuant to the Planning Permission and a preservation of the appearance thereof
- (f) Require (insofar as it is legally possible to do so) each Nominated Person who acquires an Affordable Unit to enter into a covenant to use the Affordable Unit as their Main Residence.

3.0 that the Affordable Unit will not be disposed of otherwise than to a Nominated Person in accordance with the procedures set out in the Fourth Schedule

4.0 No disposition of the registered estate other than by charge by the proprietor of the registered estate is to be registered without a certificate signed by the solicitor or conveyancer to the proprietor for the time being of the estate registered under title number that the provisions of the First and Fourth Schedules of a planning obligation dated 8th February 2007 between (1) Rossendale Borough Council (2) Barnfield Contractors (UK) Limited and (3) Barnfield Peregrine Limited have been complied with

4.1 The Owner shall at its own cost and as soon as reasonably possible register the restriction referred to in clause 4.0 in the title of the Affordable Unit and shall deliver to the Council an official copy of such title showing the registration of the restriction.

4.2 The Owner shall

4.2.1 not less than 6 weeks prior to Practical Completion of each Affordable Unit submit to the Council notice of the imminent Practical Completion of the Affordable Unit

4.2.2 upon receipt of notice from the Council of a Nominated Person the Owner will co-operate with the Nominated Person in connection with the acquisition by the Nominated Person of the Affordable Unit

4.2.3 on Practical Completion of each Affordable Unit or as soon as possible thereafter use reasonable endeavours to dispose of such Affordable Unit at the Affordable Price to the Nominated Person in the manner hereinafter provided.

4.2.4 serve a Notice of Implementation on the Council to confirm the date the Development is implemented

4.3 Nominated Persons

4.3.1 The Council will nominate Nominated Persons within a period of 4 weeks of receiving notification from the Owner under clause 4.2.1 following the requirements of the Fourth Schedule PROVIDED THAT although the Council may nominate any number of Nominated Persons to purchase the Affordable Unit in question within the said 4 week period such nomination shall only be in succession to the previous nomination.

4.3.2 The Owner shall not be obliged to deal with more than one Nominated Person at a time in relation to each Affordable Unit and use reasonable endeavours to dispose of the Affordable Unit to the Nominated Person at the Affordable Price within a period of 4 months of receipt of the written notification referred to in clause 4.3.1.

SECOND SCHEDULE

(Open Space Commuted Sum)

The Owner covenants with the Council on the issue of the Completion Certificate referred to in the Sixth Schedule to pay the Open Space Commuted Sum increased with inflation in accordance with clause 1.1.1 of this Schedule

To pay to the Council interest in accordance with clause 10 on any sum due under this Agreement which remains unpaid after the same has become due

1.1 It is hereby declared as follows –

1.1.1 the Open Space Commuted Sum shall be uplifted by the amount which bears the same proportion to the commuted sum as the amount by which all the "All Items" Index of retail prices issued by the National Statistic Office or any successor Department for the month or date of

payment exceeds the index figure of the said Index at the date of this Agreement.

- 1.1.2 If any sums shall remain unpaid after the same has become due the Owner shall pay interest thereon from the date of the said sum becomes due to the date of payment thereafter to the Council

THIRD SCHEDULE

(Bus Quality Commuted Sum)

The Owner covenants with the Council on Implementation of the Planning Permission to pay the Bus Quality Commuted Sum increased with inflation in accordance with clause 1.1.1 of this Schedule

To pay to the Council interest in accordance with clause 10 on any sum due under this Agreement which remains unpaid after the same has become due

1.1 It is hereby declared as follows:-

- 1.1.1 The Bus Quality Commuted Sum shall be uplifted by the amount which bears the same proportion to the commuted sum as the amount by which all the "All Items" Index of retail prices issued by the National Statistic Office or any successor Department for the month or date of payment exceeds the index figure of the said Index at the date of this Agreement.

- 1.1.2 If any sums shall remain unpaid after the same has become due the Owner shall pay interest thereon from the date of the said sum becomes due to the date of payment thereafter to the Council

FOURTH SCHEDULE
NOMINATED PERSONS

Nominated Person shall be that person nominated by the Council or the Owner in order of priority:-

- (a) Firstly to a person or persons who in the opinion of the Council are in need of Affordable Housing, are on the Council's Housing Register and
 - (i) who reside or have continually resided in Bacup for at least 12 months preceding receipt of the written notification referred to in clause 4.3.1 of the First Schedule or
 - (ii) who have been at any time previously resident in Bacup for at least 5 years or
 - (iii) who have had strong local connections with Bacup by reason of employment or close family association (spouse, parent, brother, sister, child, grandparent or grandchild)

- (b) Secondly if no applicant qualifies under sub-paragraph (a) above within 2 weeks of a vacancy arising to a person or persons who in the opinion of the Council are need of Affordable Housing are on the Council's Housing Register and who
 - (i) reside or have continually resided within the areas of Stacksteads/Greensclough and Irwell for at least 12 months preceding written notification referred to in clause 4.3.1 of the First Schedule or
 - (ii) who have at any time previously resided for at least 5 years within the said areas of Stacksteads/Greensclough and Irwell or
 - (iii) who have had strong local connections with the said areas of Stacksteads/Greensclough and Irwell by reason of employment or

close family association (spouse, parent, brother, sister, child,
grandparent or grandchild)

- (c) If no applicant qualifies under sub-paragraph (b) above (within 3 months of a vacancy arising) the person or persons who in the opinion of the Council are in need of Affordable Housing, are on the Council's Housing Register and who reside or continually reside in the administrative area of the Council for at least 12 months immediately preceding receipt of the written notification referred to in clause 4.3.1 of the First Schedule and
- (d) If no applicant qualifies under sub-paragraph (c) above within 3 months of a vacancy arising to a person or persons who in the opinion of the Council are in need of Affordable Housing

FIFTH SCHEDULE

(Council Covenants)

1. The Council hereby covenants with the Owner to use or procure the use of all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
2. The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this deed within 10 years of the date of receipt by the Council of such payment together with interest at the base lending rate of the Royal Bank of Scotland plc from time to time for the period from the date of payment to the date of refund.
3. The Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

4. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed

SIXTH SCHEDULE

1. That the Owner covenants within 7 days of Implementation of each phase of the Development to submit to the Council for approval in writing a Specification and timetable for carrying out the works and Inspection "the Specification and timetable" for the laying out the Open Space/ Pond Area The Open Space Areas to be the areas edged green on the Plan.
2. The Council to agree the Specification and timetable within 1 month of its submission by the Owner.
3. The Owner shall commence to layout construct and provide the Open Space/Pond Area using good quality and sound materials in accordance with the agreed Specification and timetable
4. The Owner will allow the Council at all reasonable times and upon giving reasonable notice to view the state of progress of the Open Space/Pond Works
5. The Owner covenants that the Council may at any time provide any comments in writing outlining any defects concerning the Open Space/Pond Area works. The Owner's Architects to consider such representations and respond in writing to the Council and carry out any works reasonably required. The Council will provide confirmation in writing to the Owner in the form of a Completion Certificate to confirm that the Open Space/Pond Area works have been satisfactorily completed.
6. Within 7 days of the issue of the Completion Certificate by the Council the Owner agrees to transfer the Open Space/Pond Area for the sum of £1 to the Council and to pay the Open Space Commuted Sum.

(Transfer of public open space)

Transfer of part
of registered title(s)

Land Registry

TP1

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £
- It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*
LA582474

3. Other title number(s) against which matters contained in this transfer are to be registered, if any

4. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.*

Land adjacent to Rockcliffe Road Bacup
The Property is defined: *Place "X" in the appropriate box.*

- on the attached plan and shown hatched *State reference e.g. "edged red".*
- on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*

5. Date

6. Transferor *Give full name(s) and company's registered number, if any.*
BARNFIELD CONTRACTORS (UK) LIMITED

7. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

ROSSENDALE BOROUGH COUNCIL

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service (including postcode) for entry on the register You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.

PO Box 74 Kingfisher Business Centre Futures Park

9. The Transferor transfers the Property to the Transferee

10. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

- The Transferor has received from the Transferee for the Property the sum of *In words and figures.* One pound (£1.00)
- Insert other receipt as appropriate.*
- The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

- full title guarantee limited title guarantee

12. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

- The Transferees are to hold the Property on trust for themselves as joint tenants
- The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares
- The Transferees are to hold the Property *Complete as necessary.*

13. Additional provisions

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Definitions

In this transfer:

- 1.1 'the Plan' means the plan annexed to this transfer

'the Retained Land' means the land and buildings retained by the Transferor being that part of the land comprised in title number LA582474 as is not comprised in the Property

Rights granted for the benefit of the Property

The Property is transferred together with the following rights:

Rights reserved for the benefit of other land *The land having the benefit should be defined, if necessary by reference to a plan.*

There are reserved out of the Property for the benefit of each and every part of the Retained Land the following rights:

Restrictive covenants by the Transferee *Include words of covenant.*

The Transferee covenants with the Transferor for the benefit of the whole and every part of the Retained Land not to use the Property for any purpose other than as open space as defined in the Town and Country Planning Act 1990 Section 336

Restrictive covenants by the Transferor *Include words of covenant.*

NONE

14 Execution *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

THE COMMON SEAL of **ROSSENDALE**)
BOROUGH COUNCIL was affixed to this)
Deed in the presence of)

MAYOR

EXECUTED as a DEED by **BARNFIELD**)
CONTRACTORS (UK) LIMITED)

Director

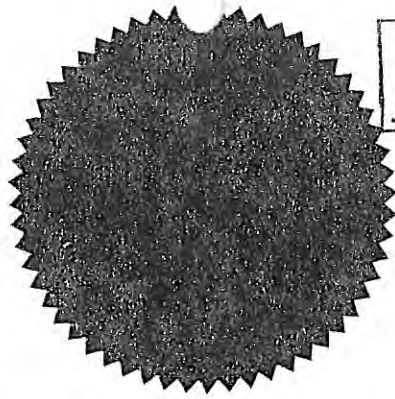
Director/S



THE COMMON SEAL of ROSSENDALE)
BOROUGH COUNCIL was affixed to this)
Deed in the presence of

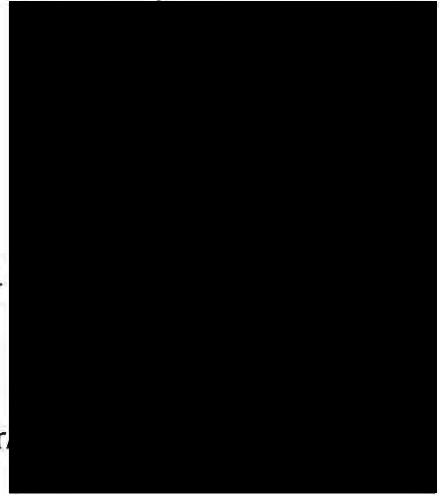


WITNESSES



No. 114757
REG. 114757

EXECUTED as a DEED by BARNFIELD)
CONTRACTORS (UK) LIMITED)



Director

Director