

Rossendale Borough Council  
NOTICE OF COMPLETION OF  
S.106 LEGAL AGREEMENT

RECEIVED  
21 DEC 2006  
BSS 933

TO: BRIAN SHEASBY  
KEITH BELL  
PHIL SEDDON  
VINCENT HINDLEY

FROM: LINDA FISH  
LEGAL FILE NO: Z.1



The following has been completed:

Planning Ref: APP/2004/555

Proposal: Erection of 50 dwelling units outline only Deansgreave Road  
New Line, Bacup.

Completion Date (as on Deed) 15/12/06

Parties Rossendale Borough Council and Ford Trustees and Others

Terms Payment of £25,000 – Further £500 for each dwelling erected over 50 in number

Receipt of money Received

Request for payments ----

Details ----

Others ----

Commuted Sum £25,000 Amount

\* Planning permission can now be issued  
\* Please now register the Section 106 Agreement in Part 2  
of the Planning Register

Vincent can you please register as a Local Land Charge.

LEG.534

LEGAL AGREEMENT CONFIRMATION FORM

Planning  
Application No

APP/2004/555

Site Details

Land at Deansgreave Road.

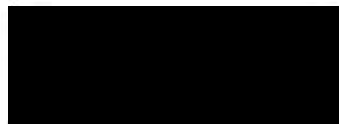
Date Legal Agreement signed

15th December 2006

Confirmation that planning permission can be issued and legal agreement checked

Name: Linda Fisher

Date: 19<sup>th</sup> December 2006



Signature: .....

DATED

Do 15th December

2006

**ROSSENDALE BOROUGH COUNCIL**

- and -

**FORD TRUSTEES AND OTHERS**

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**A G R E E M E N T**  
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under the Town & Country Planning Act 1990  
relating to land adjacent to Deansgreave Road  
New Line Bacup Rossendale.

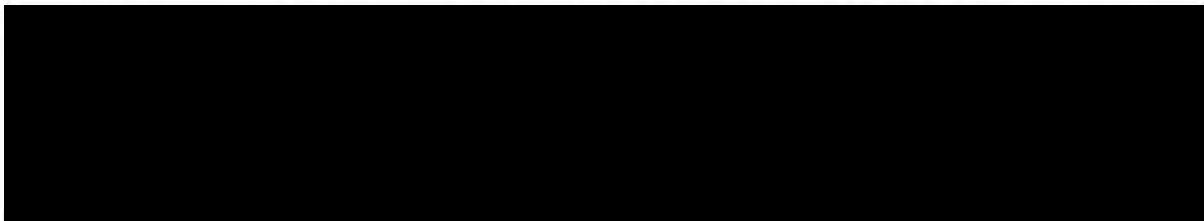
LF/SS/Z.12/226

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

THIS DEED OF AGREEMENT is made the 15<sup>th</sup> day of December Two Thousand and Six

BETWEEN

(1) **ROSSENDALE BOROUGH COUNCIL** of P. O. Box 74 Kingfisher Business Centre Futures Park Bacup Lancashire OL13 0WU ("the Council") AND (2) [REDACTED]



**GLENN GORDON THOMAS FORD** c/o Baldwin Wyatt Solicitors Proctor Chambers 24 Hammerton Street Burnley Lancashire BB11 1NA (together called "the Owners")

INTERPRETATION

(1) In this Agreement the following words and expressions shall unless the context otherwise requires have the following meanings:-

Words and Expressions

Meanings

"the Act"

the Town and Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991 or any statutory re-enactment thereof

"Commencement of Development"

the carrying out of a material operation as defined in Section 56 of the Act

"Development"

the development referred to in the Planning Application and described in the First Schedule

"Development Control Team Leader"

the person holding the position of Development Control Team Leader at the Council for the time being

"Development Land"	the land adjacent to Deansgreave Road New Line Bacup Rossendale within the area shown edged red on the Plan
"Dwelling Unit"	any unit of residential accommodation erected pursuant to the Reserved Matters Application
"Material Operation"	any material operation on the Development Land within the meaning of Section 56 of the 1990 Act
"Plan"	the Plan attached hereto
"Planning Application"	the outline application for planning permission under reference number 2004/555
"Planning Obligations"	the planning obligations contained in the Second Schedule of this Agreement
"Planning Permission"	the Planning Permission to be granted pursuant to the Outline Planning Application
"Reserved Matters Application"	the application for approval of reserved matters to be submitted pursuant to the Outline Planning Application and approved by the Council
"1972 Act"	the Local Government Act 1972

- (2) Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa
- (3) Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa

- (4) References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force
- (5) Covenants made hereunder
  - (i) if made by more than one person are made jointly and severally and
  - (ii) are planning obligations for the purposes of Section 106 and 106A of the 1990 Act and shall be enforceable as such by the Council and
  - (iii) are to the intent that the same shall bind whomsoever shall become a successor or successors in title to the Development Land and or any part thereof
  - (iv) are to the intent that the same shall operate as a charge on the Development Land and shall be registered in the Register of Local Land Charges

**WHEREAS:-**

- (1) The Council is the Local Planning Authority under the 1990 Act for the purposes of this Agreement
- (2) The Owners hold the title to the Development Land which is registered with H. M. Land Registry under Title Numbers LA846329, LA846232, LA417278, LA784465, LA602676, LA501761, LA651842 and LAN21707
- (3) By a Charge dated the 11<sup>th</sup> day of April 2005 made between the Owners and Aspire Homebuilders Limited ("the Mortgagee") part of the Development Land was charged by way of legal mortgage ("the Mortgage") to the Mortgagee to secure the monies including the further advances therein mentioned
- (4) The Council at a meeting of its Development Control Committee on the 10<sup>th</sup> July 2006 considered the Planning Application and resolved to grant outline planning

permission in the form of the Draft Decision Notice annexed to this Agreement for the Development subject to the completion of an Agreement under Section 106 of the 1990 Act

- (5) The parties hereto have accordingly agreed to enter into this Agreement pursuant to the provisions of Section 106 of the 1990 Act upon the terms and conditions hereinafter appearing with the intent that it should be binding not only upon the said parties but also upon their successors in title and any persons claiming through under or in trust for them

**NOW THIS DEED WITNESSETH** as follows:-

1. **THE** Planning Obligations by Agreement contained in the Second Schedule hereto are made pursuant to Section 106 of the 1990 Act and Section 111 of the 1972 Act and will be enforceable as such by the Council and these Planning Obligations are intended to remain in full force and effect indefinitely
2. **SUBJECT** as hereinafter provided the Owners hereby for themselves and their successors in title to the Development Land covenant with the Council to comply with the Planning Obligations as provided for in the Second Schedule hereto
3. **THE** Council for itself and its successors in title covenants with the Owners as provided for in the Third Schedule hereto
4. **UNLESS** and until the Planning Permission is implemented by the carrying out of a Material Operation nothing in this Agreement shall require the Owners to comply with the Planning Obligations
5. **THE** Owners shall not be liable for any breach of the Planning Obligations contained in this Agreement after he has parted with his interest in that part of the Development Land in respect of which such breach occurs but without prejudice to liability for any subsisting breach prior to parting with his interest

6. THE Owners hereby acknowledge that they are jointly and severally liable to perform their obligations and undertakings given by or under this Agreement.
7. IT IS HEREBY AGREED that if any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired
8. THE Owners hereby agree to pay the Council's legal and administrative costs in relation to this Agreement in the sum of £950 (Nine Hundred and Fifty Pounds) upon completion of this Agreement.

IN WITNESS of which the Council and the Owners have executed this deed and delivered it upon dating it the day and year first before written

#### THE FIRST SCHEDULE

##### The Development

Erection of 50 dwelling units (in outline only) on 1.2 hectares of land adjacent to Deansgreave Road off New Line Bacup Rossendale Lancashire.

#### THE SECOND SCHEDULE

##### The Owners' Covenants

1. Upon signature of this Agreement to pay to the Council the sum of £25,000 (twenty five thousand pounds) calculated on the basis of £500 (Five Hundred Pounds) per Dwelling Unit identified as 50 Dwelling Units within the Planning Application the details of the Dwelling Units will be agreed at the Reserved Matters Application with



- (a) a second sum of £500 per Dwelling Unit being payable for each and every additional Dwelling Unit ( exceeding 50 Dwelling Units ) approved as part of the Reserved Matters Application the second sum being due and payable within 7 days of approval of the Reserved Matters Application .
- 2. To serve written notice upon the Development Control Team Leader for the Council informing him of the date of Commencement of Development
- 3. To serve written notice upon the Development Control Team Leader for the Council informing him of the completion of the sale or disposition of the First Dwelling Unit
- 4. The monies paid pursuant to Clause 1 shall be applied for the purposes of Clause 2 of the Third Schedule and be non refundable

**THE THIRD SCHEDULE**

**The Council's Covenants**

- 1. Within 14 days of completion of this Agreement to issue the Planning Permission to the Owners in the form of the Draft Decision Notice annexed to this Agreement
- 2. To apply the monies paid under the terms of this Agreement for the maintenance and enhancement of the linear walkway to the rear of the Development Land
- 3. To repay the monies outlined in Clause 1 of the Second Schedule (with interest at a rate of the Bank of England Base rate in the event that the Development expires within the meaning of s91 92 or 93 of the Act

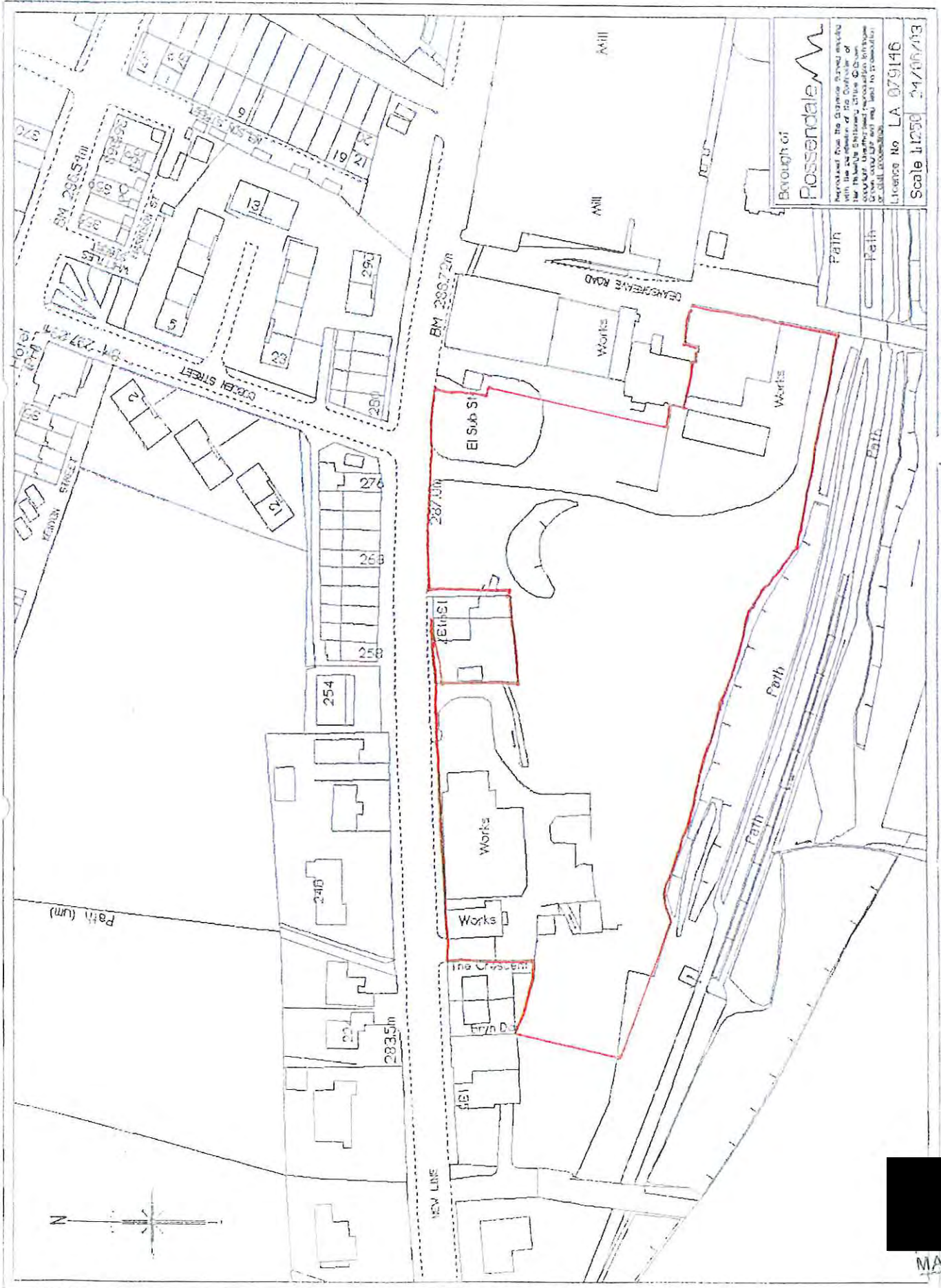
NO. 741 SERIAL REGISTER  
111.748

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

**SIGNED AS A DEED** by the said )  
**GORDON KITCHENER FORD** )  
 in the presence of: )



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Borough of  
**Possendale**

Approved from the original Survey sheets with the assistance of the Council of Possendale. The Council of Possendale is not responsible for any errors or omissions in this plan or any liability in connection therewith.

License No LA 079146

Scale 1:1250 24/04/13



MAYOR

