

Rossendale Borough Council

NOTICE OF COMPLETION OF S.106 LEGAL AGREEMENT

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

FROM: LINDA FISHER

LEGAL FILE NO: LF/SS/Z.12/260

The following has been completed:

Planning Ref: APP/2006/583

Proposal: Erection of a split level community centre, including facilities for the Baptist Church at Weir.

Completion Date (as on Deed): 23rd March 2007

Parties: North Western Baptist Association

Terms: Payment of Contribution of £2,500 to fund the processing of a traffic regulation order

Receipt of money: Upon execution of Agreement

Request for payments:

Details _____

Others _____

Commuted Sum: Highways **Amount:** £2,500

* 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 /

Site Details

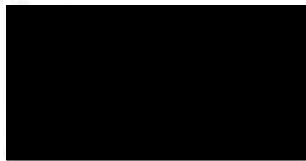
Date Legal Agreement signed

Confirmation that planning permission can be issued and legal agreement checked

Name: Linda Fisher

Date:

Signature:



JPA.
✓

DATED 23rd march 2007

(1) ROSSENDALE BOROUGH COUNCIL

(2) NORTH WESTERN BAPTIST ASSOCIATION

A G R E E M E N T

under Section 106 Town and Country Planning Act 1990
relating to land at Weir Community Centre

LF/SS/Z12/260

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 23rd day of March 2007

BETWEEN:

(1) **ROSSENDALE BOROUGH COUNCIL** of P. O. Box 74 Kingfisher Business Centre Futures Park Bacup OL13 0WU ("the Council") (2) **NORTH WESTERN BAPTIST ASSOCIATION** (company registration No 209503) of Resource Centre Fleet Street Pemberton Wigan WN5 ODS ("the Land Owner")

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 part of the Site registered at H. M. Land Registry under title number LA824160 and the leasehold unregistered owner of part of the Site for a term of 999 years 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 consented to the submission of the 2006/583 application reference ("the Planning Application") which Weir Community Partnership 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

	material operation as specified in section 56(4) of the 1990 Act
“Development”	the development of the Site in accordance with the Permission and described in the Second Schedule
“Highways Commuted Sum “	a financial contribution of £2500 to the Council to fund the processing of a traffic regulation order relating to the provision of double yellow lines outside the Site
“Permission”	the planning permission which may be granted in pursuance of the Application
“Plan”	The Plan attached to this Agreement
“Site”	the freehold property known Weir Community Centre described in Schedule 1 and shown for the purposes of identification only edged red on Plan

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

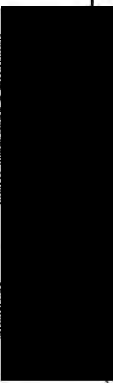


NOTES:
 CONTRACTORS MUST VERIFY ALL DIMENSIONS ON SITE
 BEFORE COMMENCEMENT OF ANY WORK ON SHOP DRAWINGS
 DO NOT SCALE FROM THIS DRAWING
 ANY DISCREPANCIES ON THIS DRAWING ARE TO BE
 NOTICED TO THE ARCHITECT IMMEDIATELY
 © 04 ARCHITECTS LTD COPYRIGHT

REV	AMENDMENT	DATE	CHD

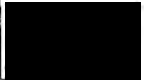
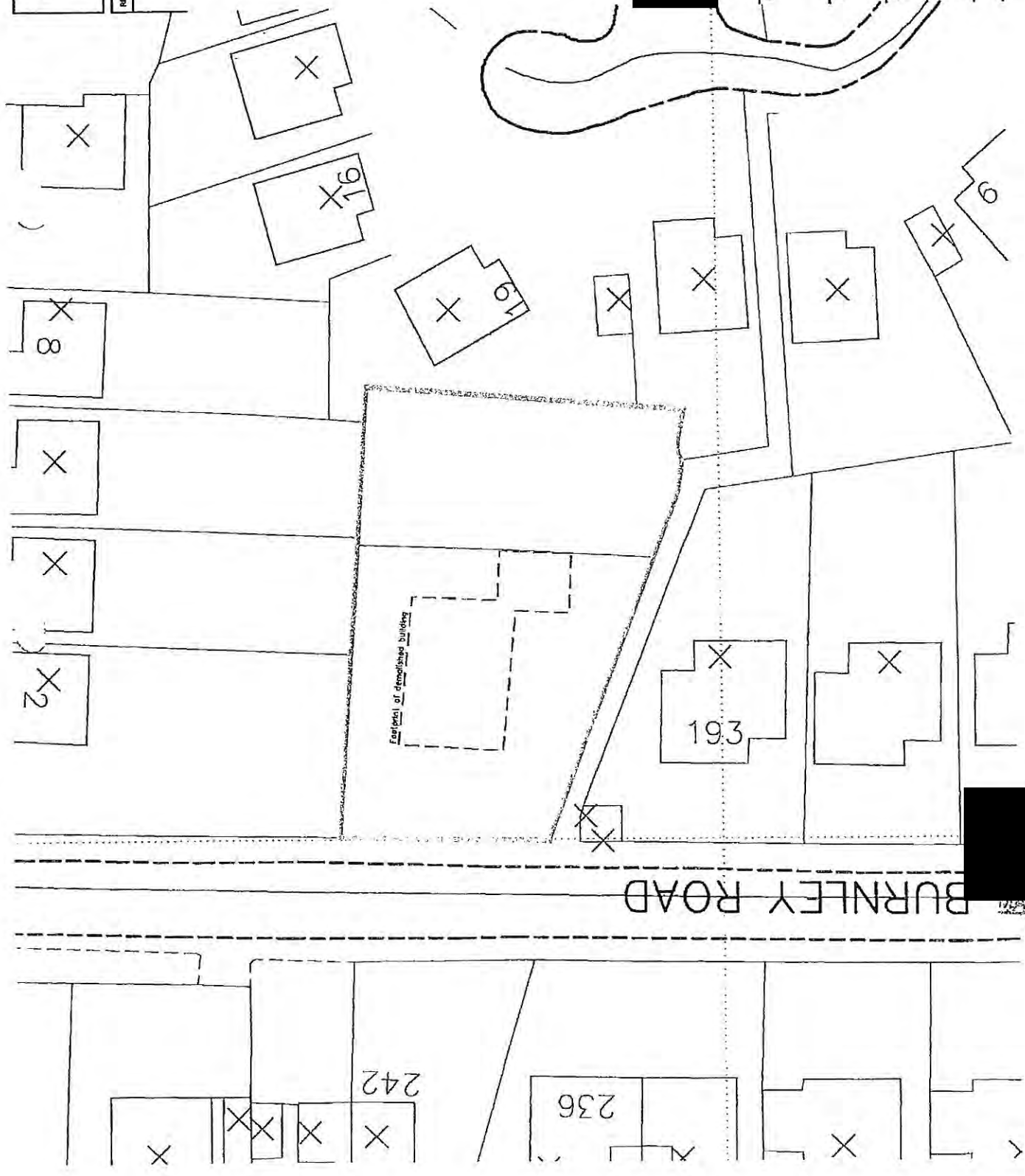


D S One | architects
 architectural, environmental & landscape



Project
 Weir Community Partnership
 Doals Community Centre

DRAWING TITLE Site Plan	
SCALE 1:500 @ A4	DRAWN BY epa
CHECKED	DATE 13/07/06
DRAWING NO 0156/01/01	REVISION
PLANNING	



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

THIRD SCHEDULE

The Landowner covenants with the Council as follows:

- (1) On the date of execution of this Agreement to pay the Highways Commuted Sum of £2500

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. BY SEAL
REGISTER
114762

Authorised Signatory

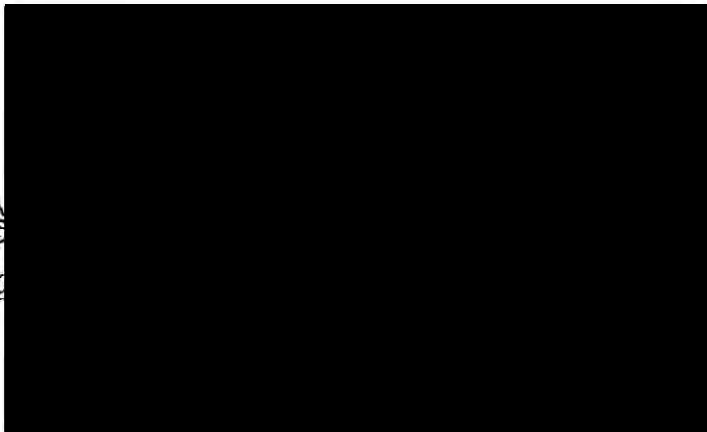


MAYOR

EXECUTED as a DEED
By NORTH WESTERN BAPTIST
ASSOCIATION Acting by:

Director

Director / Co
Se



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Rossendale Borough Council

Town and Country Planning Act 1990



Permission

PLA10934

Applicants Name

Notice Recipient : DS One Architects Ltd
(Applicant/Agent) Arthur House
Chorlton Street
Manchester
M1 3EJ

Part 1 - Particulars of Application

Date Received : 23/10/2006 **Application No :** 2006/583
Proposed works : Erection of Split Level Community Centre, including facilities for the Baptist Church.
Location : LAND ADJACENT 193 BURNLEY ROAD WEIR BACUP
Grid Reference : (E)25700000(N)87000000

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 hereby permitted shall only be carried out in conformity with the proposed ground and building slab levels shown on the approved plan(s) or as may otherwise be agreed in writing with the Local Planning Authority before any development is first commenced.
Reason for this condition : To protect the appearance of the locality and in the interests of the amenities of local residents and in accordance with the criteria of Policy DC1 of the adopted Rossendale District Local Plan.
- 3 No development approved by this permission shall be commenced until a scheme for the disposal of foul and surface waters has been approved by the Local Planning Authority. Such a scheme shall be constructed and completed in accordance with the approved plans.

- 8 Before the development hereby permitted is first occupied, the car park and vehicle manoeuvring areas shall be surfaced or paved, drained and marked out all in accordance with the approved plan, together with provision for an additional 4% of spaces for motorcycles and 10% of spaces for cycle parking in secure/covered facilities. The car park and vehicle manoeuvring areas shall not thereafter be used for any purpose other than the parking of and manoeuvring of vehicles.

Reason for this condition : To ensure adequate on site provision of car parking and manoeuvring areas in and accordance with the criteria of Policy DC1 of the adopted Rossendale District Local Plan.

- 9 Before the development hereby permitted is first occupied, the existing access on the highway frontage of the site shall be permanently closed and the remainder of the wall shall be reduced to and be permanently maintained at a height not greater than 1 metre above the crown level of the carriageway of Burnley Road before the development hereby permitted becomes operative.

Reason for this condition : In the interests of highway safety and to accordance with the criteria of Policy DC1 of the adopted Rossendale District Local Plan.

- 10 The building shall be constructed so as to provide adequate sound insulation against internally generated noise so that no external noise is audible at the boundary of the building.

Reason for this condition : To protect the amenities residents of neighbouring properties could reasonably expect to enjoy, and to accord with PPS1 and the criteria of Policy DC1 of the adopted Rossendale District Local Plan.

- 11 The development shall be carried out in accordance with the following drawings :
Site Location Plan received 23/10/2006
Site Plan received 20/12/2006
Floor Plans and Elevations received 23/12/2006

Reason for this condition : For the avoidance of doubt.

Summary of Reasons for Approval

- 1 The proposed development is appropriate in principle within the urban boundary of Weir and, subject to conditions, is not considered likely to detract unacceptably from visual or neighbour amenity, highway safety or in respect of any other material planning consideration.

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

Local Plan

- DC1 Development Criteria
DC4 Materials
DS1 Urban Boundary

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.