

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:** Z12/000.416

The following has been completed:

Planning Ref: APP/2006/693

Proposal: The erection of a detached portal steel building and associated yard area to the front and rear of the Land.

Completion Date (as on Deed) 12<sup>th</sup> February 2008

Parties Rossendale Borough Council and Partington Plant Hire Limited

Terms 1. Planning permission to be issued within 14 days of the date of the Agreement.  
2. The Landowner to pay Highways Commuted Sum of £500.

Receipt of money Payable on execution of Agreement.

Request for payments Already paid.

Details \_\_\_\_\_

Others \_\_\_\_\_

Commuted Sum: Highways

Amount: £500 (five hundred pounds)

**\* 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/2006/693**

**Site Details**

Land at Stoneholme Road, Crawshawbooth.

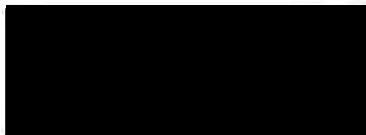
**Date Legal Agreement signed**

12<sup>th</sup> February 2008

**Confirmation that planning permission can be issued and legal agreement checked**

**Name: Linda Fisher**

**Date: 22<sup>nd</sup> February 2008**



**Signature: .....**

DATED

12.2.08

~~2007~~

(1) ROSSENDALE BOROUGH COUNCIL

(2) PARTINGTON PLANT HIRE LIMITED

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A G R E E M E N T  
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under Section 106 Town and Country Planning Act 1990  
relating to land at Stoneholme Road Crawshawbooth

LF/SS/Z12/000416

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 \_\_\_\_\_ day of \_\_\_\_\_ 2007

**BETWEEN:**

(1) **ROSSENDALE BOROUGH COUNCIL** of P. O. Box 74 Kingfisher Business Centre Futures Park Bacup OL13 0WU ("the Council") (2) **PARTINGTON PLANT HIRE LIMITED** of Stoneholme Yard Stoneholme Industrial Estate Crawshawbooth Lancashire BB4 8BA ("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 LA481287
- (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 2006/693 application reference ("the Planning Application") which Mr. R. Killelea 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 £100 to the Council as agents for the Highway Authority in accordance with Schedule 3

## **OPERATIVE PROVISIONS**

### **1. INTERPRETATION**

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

<b>“1990 Act”</b>	the Town and Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991
<b>“Application”</b>	an application for full planning permission for the development of the Site carrying the reference 2006/693
<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 £500 to the Council to fund the processing of a traffic regulation order relating to the provision of double yellow lines outside the Site along the southerly, northerly and westerly side of Turton Hollow Road and Stoneholme Road
<b>“Permission”</b>	the planning permission which may be granted in pursuance of the Application
<b>“Plan”</b>	The Plan attached to this Agreement
<b>“Site”</b>	the freehold property known as site of Partington Plant Hire Limited Stoneholme Road Crawshawbooth 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
- 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 Owner" 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 £100 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 Owner to the Owner 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

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 annexed hereto which is situate at the Stoneholme Road Crawshawbooth

**SECOND SCHEDULE**

The Development consisting of the erection of a detached portal steel building and associated yard area to the front and to the rear

**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 £500

**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

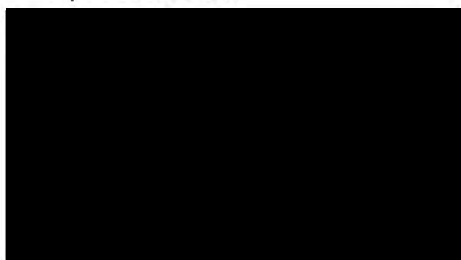


**THE COMMON SEAL of ROSSENDALE BOROUGH COUNCIL** was hereunto affixed in the presence of:-



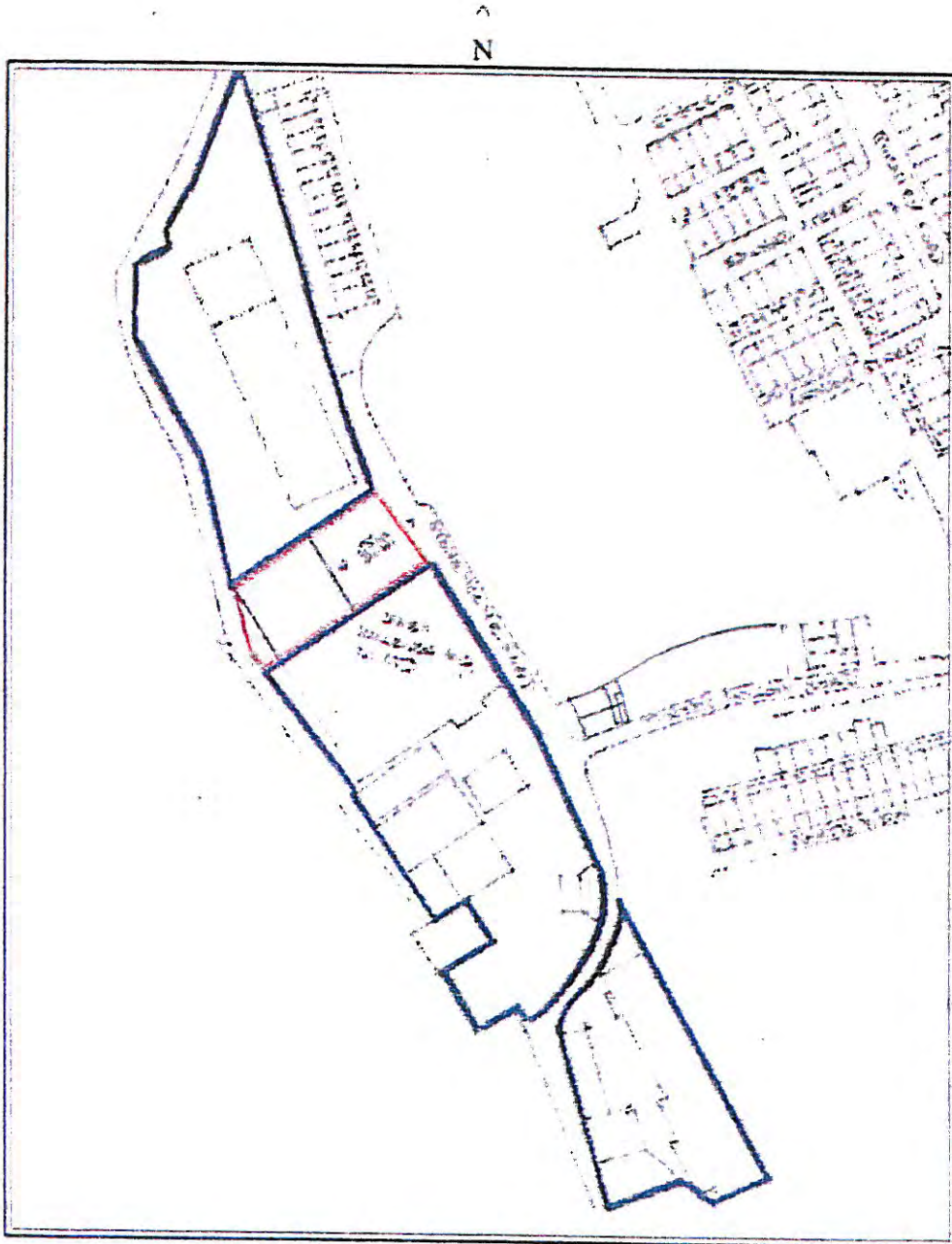
Authorised Signatory

**THE COMMON SEAL of PARTINGTON PLANT HIRE LIMITED** was affixed to this DEED in the presence of:-

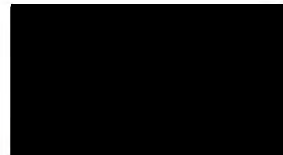


Site Location Plan and red edge

Address and proposal: Proposed workshop extension at Stoneholme Road, Crawshawbooth, for James Killelea and Co Ltd. BB4 8BA



Scale: 1 to 1250



SEAYCS