

Ref  
990  
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# Rossendale Borough Council

## NOTICE OF COMPLETION OF S.106 LEGAL AGREEMENT

**TO:** DIANE DUNGWORTH – FOR FILE  
CAROLINE RIDGE  
KEITH BELL  
PHIL SEDDON  
FORWARD PLANNING  
VINCENT HINDLEY – PLEASE REGISTER AS A LOCAL LAND CHARGE

**FROM:** LINDA FISHER

**LEGAL FILE NO:** Z.12-000812

The following has been completed:

**Planning Ref:** APP/2008/0621

**Proposal:** Erection of Office Accommodation (3,021 square metres) and associated works.

**Completion Date (as on Deed):** 8<sup>th</sup> December 2008

**Parties:** Lancashire County Developments (Property) Limited  
Lancashire County Developments Limited  
Rossendale Borough Council  
Lancashire County Council

**Terms:** Developer to pay to the County Council a Transport Commuted Sum and Landscape Commuted Sum, Developer to agree in writing with RBC a travel plan prior to first occupation and to implement the travel plan.

**Receipt of money:** Seven days prior to Commencement of Development.

**Request for payments:** Developer to give Notice of Implementation.

**Details:**

**Others:**

**Commuted Sum:** Transport (£53,000) & Landscape (£562)    **Total Amount:** £53,562

\* 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/2008/0621**

**Site Details**

Land at Rising Bridge between Blackburn Road and Rising Bridge Road, Rising Bridge, Accrington.

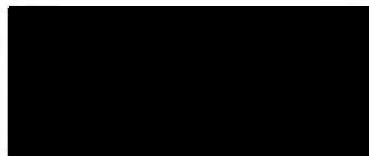
**Date Legal Agreement signed**

8<sup>th</sup> December 2008

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

**Name: Linda Fisher**

**Date: 9<sup>th</sup> December 2008**



**Signature: .....**

4202

DATED 8th December 2008

LANCASHIRE COUNTY DEVELOPMENTS( PROPERTY ) LIMITED

and

LANCASHIRE COUNTY DEVELOPMENTS LIMITED

TO

ROSSENDALE BOROUGH COUNCIL

AND

LANCASHIRE COUNTY COUNCIL

PLANNING OBLIGATION BY UNILATERAL UNDERTAKING  
PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY  
PLANNING ACT 1990 RELATING TO LAND AT RISING  
BRIDGE BETWEEN BLACKBURN ROAD AND RISING BRIDGE  
ROAD RISING BRIDGE ACCRINGTON LANCASHIRE.

Director of Business  
Rossendale Borough Council  
PO Box 74  
Kingfisher Business Park  
Futures Park  
Bacup  
OL13 0WU

County Secretary & Solicitor  
Office of the Chief Executive  
Lancashire County Council  
PO Box 78  
County Hall  
Preston  
PR1 8XJ

THIS PLANNING OBLIGATION is made the 8th day of December 2008  
BY:

- (1) **LANCASHIRE COUNTY DEVELOPMENTS (PROPERTY) LIMITED**  
(Company Registered Number 01726163) whose registered office is situate at PO Box 78 County Hall Preston Lancashire PR1 8XJ ( " the Owner")
- (2) **LANCASHIRE COUNTY DEVELOPMENTS LIMITED** ( Company Registered Number 01624144) whose registered office is situate at PO Box 78 County Hall Preston Lancashire PR1 8XJ ( " the Developer").

**WHEREAS:**

1. Rossendale Borough Council ( " the Council " ) and Lancashire County Council ( " the County Council " ) are the local planning authorities for the purposes of the Act for the area within which the Land is situated and by whom the obligations contained in this undertaking are enforceable.
2. The Owner is the proprietor of land adjoining Rising Bridge, Accrington part of which is registered with freehold title absolute at HM Land Registry with Title No LAN4529 shown red edged on the plan numbered 2 and referred to in the First Schedule and has been in exclusive occupation of the remainder of land shown coloured green on the said plan since 29 January 2008 prior to which the Owners predecessors in title has been in exclusive occupation from 6 June 2003.
3. The Developer by has applied to the Council for permission to develop the land in the manner and for the uses set out in the Application and in the plans specifications and particulars deposited with the Council and forming part of the application and more particularly set out in the Second Schedule.
4. The Council has not determined the Application and the Developer and the Owner enter into this unilateral undertaking with the intent that any objections by the Council and County Council to the grant of planning permission are overcome.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

**Definitions**

1. In this deed unless the context otherwise requires the following words , expressions and phrases shall have the following meanings:-

" the Act " means the Town and Country Planning Act 1990 as amended;

"the Application " means the application for planning permission numbered 2008/0621 for the erection of office accommodation and associated works;

"Commencement of Development" means the date of implementation of the development by the carrying out of a material operation as defined by section 56(4) of the Act and the words " commence" and " commencement date " shall be construed accordingly;

"the Council " means Rossendale Borough Council of Futures Park Newchurch Road Bacup Lancashire OL13 0BE

"the County Council " means Lancashire County Council of PO Box 78 County Hall Preston PR1 8XJ

" the Development" means the development pursuant to the Application.

"Interest" interest at 3% per annum above the base rate of the National Westminster Bank Plc

"the Land" means the Land shown edged red on the attached Plan numbered 1 and described in the First Schedule;

"Landscape Commuted Sum " means the sum of five hundred and sixty two pounds (£562.00) to be expended on a landscape and habitat management plan.

"Planning Obligations " the planning obligations created by clause 4 of this deed and set out in the Third Schedule;

"Planning Permission" means the planning permission that may be granted pursuant to the Application.

" Transport Commuted Sum " means the sum of fifty three thousand pounds (£53,000.00) to be expended on sustainable transport measures more particularly described in Third Schedule .

2. This deed is entered into by the Developer and Owner pursuant to section 106 of the Act and all other powers so enabling;

3. The Developer and Owner give this unilateral undertaking pursuant to section 106 of the Act with the intention that the planning obligations contained herein are planning obligations which may be enforced by the Council and County Council against the Developer and Owner or any person deriving title from the Developer or Owner. The Planning obligations created by this deed are planning obligations for the purposes of section 106 of the Act and shall be binding and enforceable by the Council.

4. With the intention of binding the Land the Developer and Owner hereby

covenants with the Council and County Council to perform the planning obligations specified in the Third Schedule hereto , such Planning Obligations being planning obligations under section 106 of the Act.

5. This deed is conditional on the grant of planning permission for the Development pursuant to the application.
6. The Developer shall give not less than seven (7) days written notice to the Council before commencing development.
7. The Developer shall on the execution hereof pay to the Council the sum of five hundred pounds (£500) for its costs reasonably incurred in connection with the completion of this Deed.
8. The Developer or Owner shall not be bound by the Planning Obligations after it has parted with its interest in the Land save for any subsisting breach of covenant prior to parting with such interest.
- 9 Any notice or communication required to be given hereunder shall be in writing and shall be deemed duly served if delivered or sent by registered or recorded delivery post in the following manner:-
  - 9.1 in a case of a notice to be served on the Council to the Chief Executive at the above address;
  - 9.2 in a case of a notice to be served on the County Council to the Chief Executive at the above address;
  - 9.3 in a case of a notice to be served on the Owner to the Owner at the above address.
  - 9.4 in a case of a notice to be served on the Developer to the Developer at the above address.

A notice so sent by post shall be deemed to have been given at the time when it ought , in due course of post, to be delivered at the address to which it is sent.

10. If the Planning Permission is not granted or if it shall expire before the Development is commenced , or shall at any time be revoked, this deed shall forthwith be annulled and cease to have effect and the Council shall be requested to immediately remove any entries relating to this deed from the Register of Local Land Charges.
11. Nothing in this deed shall prohibit or limit the right to develop any part of the Land in accordance with the Planning Permission ( other than one relating to the Development as specified in the Application) granted ( whether or not ) on appeal after the date of this deed.
12. For the purposes of the Contracts ( Rights of Third Parties ) Act 1999 nothing in this deed shall confer on any third party any right to enforce any

benefit or any terms of this deed.

13. This deed is a local land charge for the purposes of the Local Land Charges Act 1975 and may be registered as such.
14. Reference to any party in this deed includes any successors in title to that party and in the case of the Council and the County Council includes any statutory successors in title, unless the contrary is stated or the context otherwise requires.
15. Words importing the singular meaning where the context so admits include the plural and vice versa.
16. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and such words shall be construed interchangeable in that manner.

## THE FIRST SCHEDULE

- 1) All that land shown edged red on Plan 1 relating to land at Rising Bridge between Blackburn Road and Rising Bridge Road, Rising Bridge, Lancashire subject of the Application
  
- 2) Plan 2 referred in paragraph 2 of the recitals.





PLAN 1



**Lancashire**  
County Council

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**Property Group**  
Resources Directorate

HEADQUARTERS: County Hall, Preston, PR1 8RE  
Tel: (01772) 533285 Fax: (01772) 533184

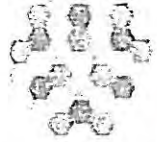
Town Name: <b>HASLINGDEN</b>			
Premises Name: <b>LAND AT RISING BRIDGE</b>			
Premises No.:			
Scale 1:1250 @A3	Drawn by: JSH	Checked by:	Date 08/08

Project <b>DEVELOPMENT OF OFFICE UNITS</b>
Drawing Title <b>LOCATION PLAN</b>

Drawing Status: <b>PLANNING</b>		
<small>© Lancashire County Property Group MMVII</small> <small>Note: All rights described in Chapter IV of the Copyright, Design and Patents Act 1988 have been generally asserted.</small> <b>Note: Dimensions are not to be scaled from this drawing. All written measurements are to be checked on site by the contractor.</b>		
Project No. <b>KZ000575</b>	Drawing No. <b>004</b>	Revision

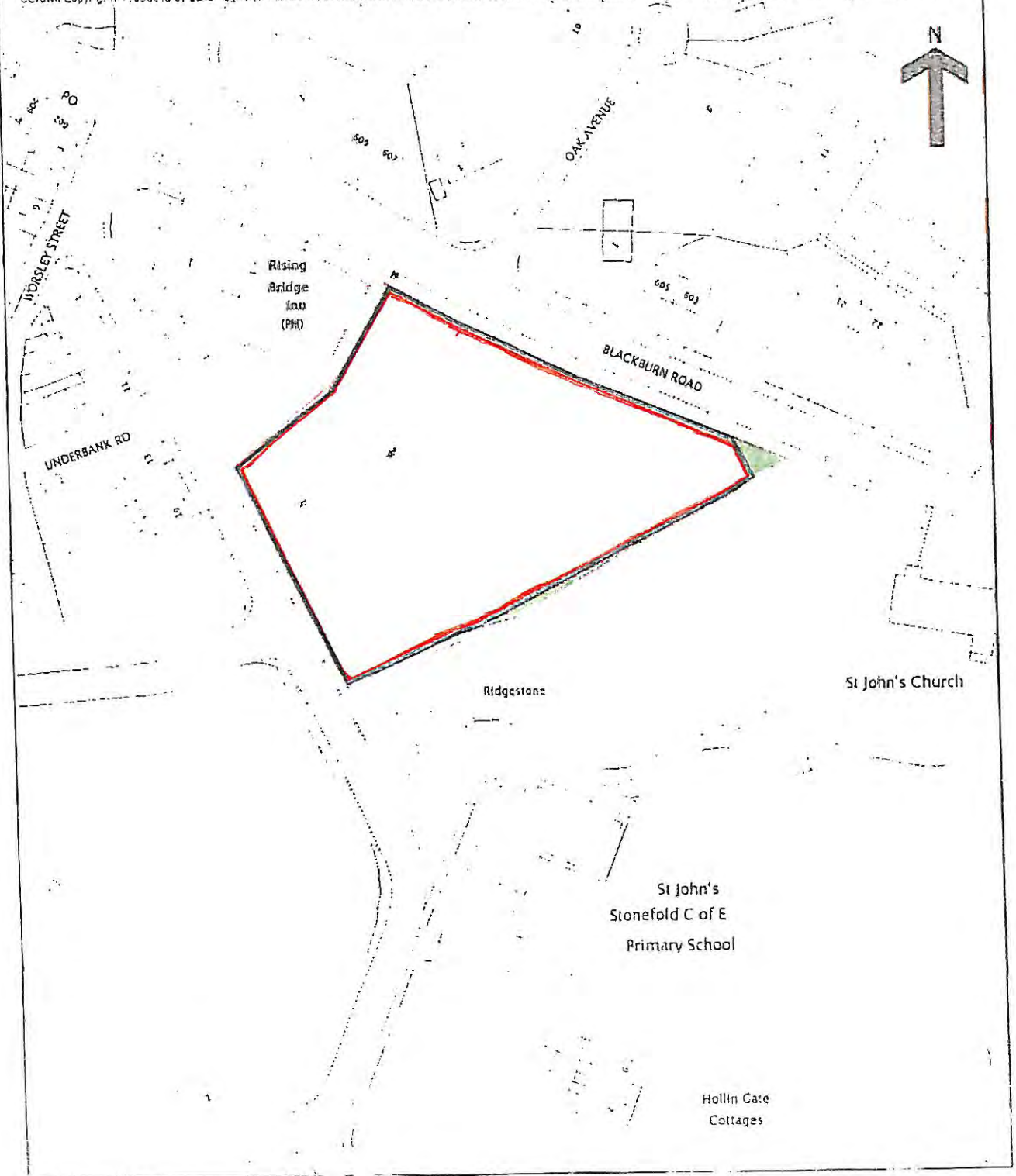
Land Registry  
Official copy of  
title plan

Title number LAN4529  
Ordnance Survey map reference SD7825SW  
Scale 1:1250  
Administrative area LANCASHIRE:  
ROSSENDALE



PLAN 2

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**THE SECOND SCHEDULE**

The erection of office accommodation (3.021sq metres) and associated works

### THIRD SCHEDULE

1. The Developer hereby covenants with the Council and County Council as follows:-
  - 1.1. Seven days prior to the Commencement of Development to pay to the County Council the Transport Commuted Sum in the amount of fifty three thousand pounds (£53,000.00) to be expended on the following:-
    - (a) the sum of two thousand pounds (£2,000.00) to be expended on the renewal of bus stop markings/ maintenance of quality bus stops within the vicinity of the Development ;
    - (b) the sum of thirty five thousand pounds ( £35,000.00) to improvements to National Cycle Route 6;
    - (c) the sum of six thousand pounds (£6,000.00) for Travel Plan development ;
    - (d) the sum of ten thousand pounds (£10,000.00) for the provision of a footpath from Blackburn Road to St John's Stonefold C of E Primary School.
  - 1.2. Seven days prior to the Commencement of Development to pay to the County Council the Landscape Commuted Sum in the amount of five hundred and sixty two pounds (£562.00) to be expended on a Landscape Habitat Management Plan.
  - 1.3. In the event of late payment of the Transport Commuted Sum and /or Landscape Commuted sum to pay interest from the date that payment should have been made to the County Council to the date of payment thereof.
  - 1.4. the Transport Commuted Sum and Landscape Commuted Sum shall be uplifted by the amount by which the All Items Figure of the Index of Retail Prices published by the Department of Employment or any successor Ministry or Department for the month at the date of payment or part payment exceeds the Index figure of the said Index at the date of this deed.
  - 1.5. Prior to the first occupation of the Development to agree in writing with the Council ( in consultation with the County Council ) a Travel Plan in relation to each Unit including :-
    - (a) where possible , local recruitment of employees for that unit;
    - (b) encouragement of the use of public transport by employees on that unit;
    - (c) car sharing by employees on that unit; and
    - (d) parking restraint.

- 1.6. From that date of first opening for trade of each unit on the Development the Developer shall implement the Travel Plan for each unit and will appoint a travel co-ordinator to deliver the Travel Plan , effect annual reviews thereof and liaise with the County Council and/ or Council as appropriate.
2. The Owner hereby consents to the giving of the above obligations by the Developer and acknowledges that the land will be bound by the obligations contained herein.

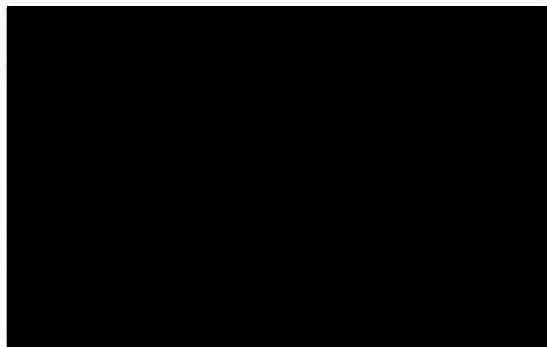
IN WITNESS whereof this unilateral planning obligation has been duly executed as a Deed and has been delivered once dated.

**THE COMMON SEAL OF  
LANCASHIRE COUNTY DEVELOPMENTS (PROPERTY)  
LIMITED** was hereunto affixed in the presence of:-

*Director*

Director

Secretary.



**THE COMMON SEAL OF  
LANCASHIRE COUNTY DEVELOPMENTS LIMITED**

was hereunto affixed in the presence of:-

*Director*

Director

Secretary.

