

Ref 1672
CR

OS: 37/c + e
28 MAY 2010

Rossendale Borough Council

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



TO: DIANE DUNGWORTH
CAROLINE RIDGE
KEITH BELL
PHIL SEDDON

FROM : STU

VINCENT HINDLEY - PLEASE REGISTER AS A LOCAL LAND CHARGE



LEGAL FILE NO: Z12/001016.

The following has been completed:

Planning Ref: APP/2009/384

Proposal: Construction of a four storey building providing 3,250 sq mtrs floor space for a new post 16 college including medical training and nursery provision.

[Handwritten red scribbles and signatures]

Completion Date (as on Deed) 21st May 2010 _____

Parties Rossendale Borough Council and Board of Governors Alder Grange Community and Technology and St Pauls Constablee Schools

Terms Commuted sum £35,000 Costs £900

Receipt of money _____

Request for payments: Upon execution of the Deed _____

Details _____

Others _____

Commuted Sum £35,000 Costs £900 Amount _____

*** 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/2009 /384

Site Details

Four storey building providing 3,250 sq mtrs floor space for a new post 16 college including medical training and nursery provision.

Date Legal Agreement signed

21st May 2010

Confirmation that planning permission can be issued and legal agreement checked

Name: Stuart Sugarman

Date: 21st May 2010

Signature:


Updated 22.3.10

DATED 21st MAY 2010

- (1) ROSSENDALE BOROUGH COUNCIL

- (2) THE BOARD OF GOVERNORS, ALDER GRANGE COMMUNITY AND TECHNOLOGY AND ST PAULS CONSTABLE LEE SCHOOLS

A G R E E M E N T

under Section 106 Town and Country Planning Act 1990
relating to land at Alder Grange Community and Technology School and St Pauls
Constable Lee School, Calder Road, Rawtenstall.

SS/CLB/Z12/001016

Stuart Sugarman
Director of Business
Rossendale Borough Council
The Business Centre
Futures Park,
Newchurch Road
Bacup OL13 0BB

THIS AGREEMENT is made on the 21st day of May 2010

BETWEEN:

(1) **ROSSENDALE BOROUGH COUNCIL** of The Business Centre, Futures Park, Newchurch Road, Bacup, Lancashire OL13 0BB ("the Council")

(2) **THE BOARD OF GOVERNORS, ALDER GRANGE COMMUNITY AND TECHNOLOGY AND ST PAULS CONSTABLE LEE SCHOOLS** of Calder Road, Rawtenstall, Rossendale, BB4 8HW ("the Applicant")

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 Applicant is The Board of Governors, Alder Grange Community and Technology and St Pauls Constable Lee Schools
- (C) 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 Applicant and its successors in title
- (D) The Applicant has by application reference number 2009/384 ("the Planning Application") 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")
- (E) 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

- (F) The Applicant agrees to pay the sum of Thirty Five Thousand Pounds (£35,000) to the Council towards (a) pedestrian and cycle improvements between Hollin Way (south) and Hollin Way (north) (b) Traffic Regulation Orders (c) pedestrian refuges and (d) the cost of minor highway junction changes

OPERATIVE PROVISIONS

1. INTERPRETATION

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

“1990 Act”	the Town and Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991
“Application”	an application for full planning permission for the development of the Site made by the Applicant carrying the reference 2009/384
“Commencement Date”	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
“Development”	the development of the Site in accordance with the Permission and described in the Second Schedule
“Highways Commuted Sum”	a financial contribution of Thirty Five Thousand Pounds (£35,000) to the Council towards the pedestrian and cycle link between Hollin Lane (south) and Hollin Lane (north), Traffic Regulation Orders, pedestrian refuges and minor highway junction changes
“Permission”	the planning permission which may be granted in pursuance of the Application
“Plan”	Plan attached to this Agreement
“Site”	the freehold land and buildings as described in Schedule 1 and shown for the purposes of identification only edged red on the 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 Applicant and his successors in title and assigns and all persons claiming under or through them:-

- 2.1 The Applicant covenants with the Council to comply with the obligations specified in the Third Schedule
- 2.2 The Council covenants with the Applicant to comply with the obligations specified in the Fourth Schedule
- 2.3 The Council covenants to issue the Planning Permission within 7 days of the date of this Agreement
- 2.4 It is agreed and declared as follows:-
- 2.5 The expressions "the Council" and "the Applicant" shall include their successors in title and assigns
- 2.6 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
- 2.7 This Agreement is a local land charge and shall be registered as such
- 2.8 The Applicant agrees to pay the Council's reasonable legal fees in the sum of Nine Hundred Pounds (£900) relating to the preparation of the Agreement
- 2.9 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:-
 - 2.9.1 in the case of a notice to be served on the Council addressed to its Chief Executive at the above address
 - 2.9.2 in the case of a notice to be served on the Applicant to the Applicant at the above address

2.10 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

2.11 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

FIRST SCHEDULE

All that plot of land shown edged red on the Plan annexed hereto which is land and buildings being Alder Grange Community and Technology School and Constable Lee C of E School, Calder Road, Constable Lee, Rossendale

SECOND SCHEDULE

The Development consisting of the construction of a four storey building providing 3,250 square metres floor space for a new Post 16 college including medical training and nursery provision

THIRD SCHEDULE

The Applicant covenants with the Council as follows:

- (1) On the date of execution of this Agreement to pay the Highways Commuted Sum of Thirty Five Thousand Pounds (£35,000) to the Council
- (2) On the date of execution of this Agreement to pay the Council's legal fees of Nine Hundred Pounds (£900)

FOURTH SCHEDULE

The Council covenants with the Applicant as follows:

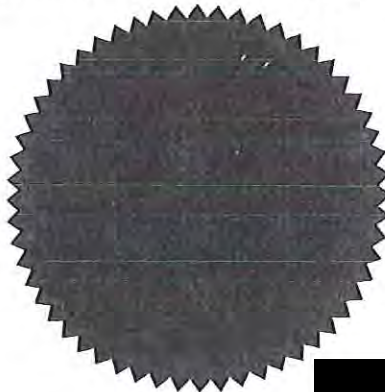
- (1) The Council shall use all sums received from the Applicant under this Agreement for the purposes set out herein and for no other purpose
- (2) That in the event that any monies payable pursuant to this Agreement are not applied to the purposes specified within 5 years of the receipt of the Commuted

Sum to refund to the Applicant any unexpended contribution along with interest thereon calculated at the base rate of National Westminster Bank from time to time from the date of any payment until the date of repayment

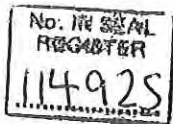
- (3) To produce full details of the expenditure of all monies paid following receipt of a request for the same from the Applicant.

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:-)



Director of Business [REDACTED]



SIGNED AND DELIVERED as a Deed by the)
Chair of Governors of The Board of Governors,)
Alder Grange Community and Technology and)
St Pauls Constable Lee Schools in the)
presence of the Vice Chair of Governors:-)

