

Rossendale Borough Council

NOTICE OF COMPLETION OF
S.106 LEGAL AGREEMENT

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

FROM : STUART SUGARMAN
S. Roxborough
ex 2496

LEGAL FILE NO: 212 292

The following has been completed:

Planning Ref: APP/ 2010/00115 (extends time limit for planning permission 2004/143)

Proposal: Deed of variation to main s106 agreement
for development of at Rochcliffe Road, Bamp (housing
development). Original deed dated 8/2/07.

Completion Date (as on Deed) 14th December 2011

Parties Rossendale Borough Council and Barnfield Construction Ltd

Terms 5 affordable dwellings to nominated persons - see clause 1 of
the schedule for details

Receipt of money _____

Request for payments commuted sum - an implementation of the planning
permission.

Details _____

Others _____

Provision/improvement of
Commuted Sum Off-site infrastructure Amount £40,000
services & facilities (inflation linked)

- * 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/2010/00115

*(Extends time limit for planning permission
2004/143)*

Site Details

Housing development - land at Redcliffe Road, Bawp

Barnfield Construction.

5 affordable dwellings

Committed sum etc.

Date Legal Agreement signed

14/12/10

Confirmation that planning permission can be issued and legal agreement checked

Name: Stuart Sugarman

Date: 15/12/10

Signature: 

Updated 22.3.10

DATED 14th December 2010

BETWEEN

ROSSENDALE BOROUGH COUNCIL

AND

BARNFIELD CONSTRUCTION LIMITED

DEED OF VARIATION – AGREEMENT UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED
POWERS RELATING TO THE DEVELOPMENT OF LAND AT ROCKCLIFFE
ROAD, BACUP

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

THIS DEED OF VARIATION is dated

Two thousand and

ten and is made BETWEEN:-

- (1) ROSSENDALE BOROUGH COUNCIL, The Business Centre, Futures Park,
Bacup, OL13 0BB
- (2) BARNFIELD CONSTRUCTION LIMITED (Company No. 2365913) whose
registered office situated at Mentor House Ainsworth Street Blackburn
Lancashire BB1 6AY ('the Owner')

BACKGROUND

- (a) This Deed of Variation is supplemental to a Deed of Agreement entered into between the Council and Barnfield Contractors (UK) Limited and Barnfield Peregrine Limited dated 8th February 2007 ('the Main Agreement') made pursuant to section 106 of the Town and Country Planning act 1990 (as amended) ('TCPA 1990'), and section 111 of the Local Government Act 1972
- (b) The Council resolved at its Development Control Briefing meeting on 20th April 2010 to delegate authority to the Planning Manager to vary the Main Agreement by entering into this Deed of Variation.
- (c) The Council and Barnfield Contractors (UK) Limited agree to vary the Main Agreement in the manner below

IT IS AGREED AS FOLLOWS:-

1. LEGAL EFFECT

- 1.1 It is hereby agreed between the parties to this Deed of Variation that the Main Agreement is varied in the manner set out in the Schedule to this Deed of Variation and the Main Agreement shall remain in full force and effect and the amendments contained in this Deed of Variation shall take effect as if they

were included in the Main Agreement as executed by the parties to this Deed of Variation.

- 1.2 This Deed of Variation also incorporates planning permission 2010/0115 which extends the time limit by which implementation of Planning Permission 2004/143 must commence.
- 1.3 In this Deed of Variation, unless the context otherwise requires:
 - 1.3.1 References to clauses paragraphs and schedules are references to those in the Main Agreement; and
 - 1.3.2 Words and phrases whose meanings are not varied by this Deed of Variation have the same meanings as in the Main Agreement.
- 1.4 This Deed of Variation is made pursuant to the statutory provisions and in consideration of the covenants contained herein and for the avoidance of doubt it is agreed and declared that the said covenants are ones to which section 111 of the Local Government Act 1972, section 106 of the TCPA 1990 and all other Powers so enabling.
- 1.5 This Deed of Variation contains planning obligations made pursuant to the said section 106 which is enforceable by the Council and which binds each and every part of the Land.
- 1.6 The Schedules to this Deed of Variation are and shall be construed as being part of this Deed of Variation.

2. COSTS

Barnfield Contractors (UK) Limited shall on the execution of this Deed of Variation pay the Council's costs incurred in the negotiation, preparation and settlement of this Deed of Variation in the sum of £1,000.

IN WITNESS of which this Agreement has been duly executed as a Deed and has been delivered once dated.

SCHEDULE

The Schedules of the Main Agreement shall be varied as follows:-

1. Clause 1.1.3 shall be varied to read as follows:-

'The affordable housing to be provided on the land which shall comprise 5 dwellings within the Development consisting of 2 two bedroomed units and 3 three bedroomed units (the first affordable unit to be provided on the land prior to first occupation of the 6th market dwelling, the second affordable unit to be provided on the land prior to first occupation of the 15th market dwelling, the third affordable unit to be provided on the land prior to first occupation of the 28th market dwelling, the fourth affordable unit to be provided on the land prior to first occupation of the 42nd market dwelling, the fifth affordable unit to be provided on the land prior to first occupation of the 70th market dwelling) the location of which are as indicated on the plan attached to this Agreement.

2. Clause 1.1.7 shall be varied so that the Bus Quality Commuted Sum of (£40,000) Forty thousand pounds to be paid, in accordance with the Third Schedule is applied by the Council or Lancashire County Council towards the provision and/or improvement of off-site infrastructure services and facilities in accordance with the purposes in paragraph 2.1.5.5 of Lancashire County Council's Planning Obligations in Lancashire Policy adopted in November 2006 (updated September 2008) and as may be amended from time to time. The retail price index as referred to in Clause 1.1.1 of the Main Agreement, that is, 8th February 2007.

3. Clause 1.1.8 shall be varied to read as follows:-

'the erection of not more than 90 dwellings on the land'

- 4. Clause 1.1.16, 1.1.17, 4.7, 4.7.1, 4.7.2, the 2nd and 6th schedules shall be deleted.
- 5. The Third Schedule shall read as follows:-

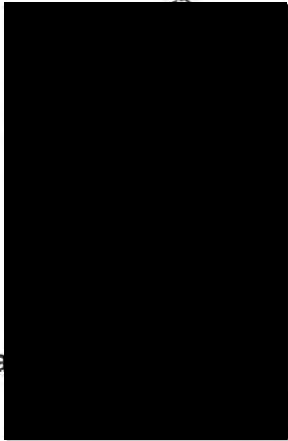
Any reference to Bus Quality Commuted Sum shall be deleted and replaced with the words 'Off-Site Transport Improvements Commuted Sum'

THE COMMON SEAL of ROSSENDALE)
BOROUGH COUNCIL was duly affixed to this)
Agreement in the presence of:-)



Mayor

EXECUTED as a Deed by BARNFIELD)
CONTRACTORS (UK) LIMITED)



Director

Director/Secreta

