

Rossendale Borough Council

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

TO: **DIANE DUNGWORTH
SOPHIE ANDERSON
ANDY PEARSON
SANDRA GRIMSHAW
LAUREN ASHWORTH
ANNE STORAH
MARY HIRST/ – PLEASE REGISTER AS A LOCAL LAND CHARGE**

FROM : **RB/ LEGAL**

LEGAL FILE NO: Z12/RB

The following has been completed: **S106 AGREEMENT RE: LAND AT MARKET STREET, WHITWORTH**
Planning Ref: 2014/0522

Site Address: Land Adjacent to 23 Market Street, Shawforth, Rochdale, OL12 8ND

Proposal: Erection of a 28-bed specialist care home

Completion Date: 1st June 2016

Parties: Rossendale Borough Council (1) Calico Homes Limited
Terms:

- ← Pd 31/5/16*
1. To pay the sum of £10000 to the Council as a contribution to enable Lancashire County Council Highways to pursue a TRO that precludes parking on Market Street at the site access or junction sightlines and also for upgrading the bus stop to a quality bus stop and shelter .

Receipt of money:

£10000 contribution as outlined above paid on completion of the Agreement.
£150 legal fees received – coded to LB0101101/8601.

*** Please now register the Section 106 Agreement in Part 2
of the Planning Register**

LEGAL AGREEMENT CONFIRMATION FORM

**Planning
Application No**

2014/0522

Site Details Erection of a 28-bed specialist care home on land adj to 23 Market Street, Shawforth, Rochdale, OL12 8ND

Date Legal Agreement signed

1st June 2016

Name: Stuart Sugarman

Date: 13th June 2016

Signature:

DATED 1 JUNE

2016

(1) ROSSENDALE BOROUGH COUNCIL

And

(2) CALICO HOMES LIMITED

DEED OF AGREEMENT

made under Section 106 of the
Town and Country Planning Act 1990 relating to land at Market Street,
Whitworth, Rossendale

Forbes Solicitors LLP
Ribchester House
Lancaster Road
Preston
PR1 2QL

THIS DEED OF AGREEMENT is made this 1 day of JUNE 2016

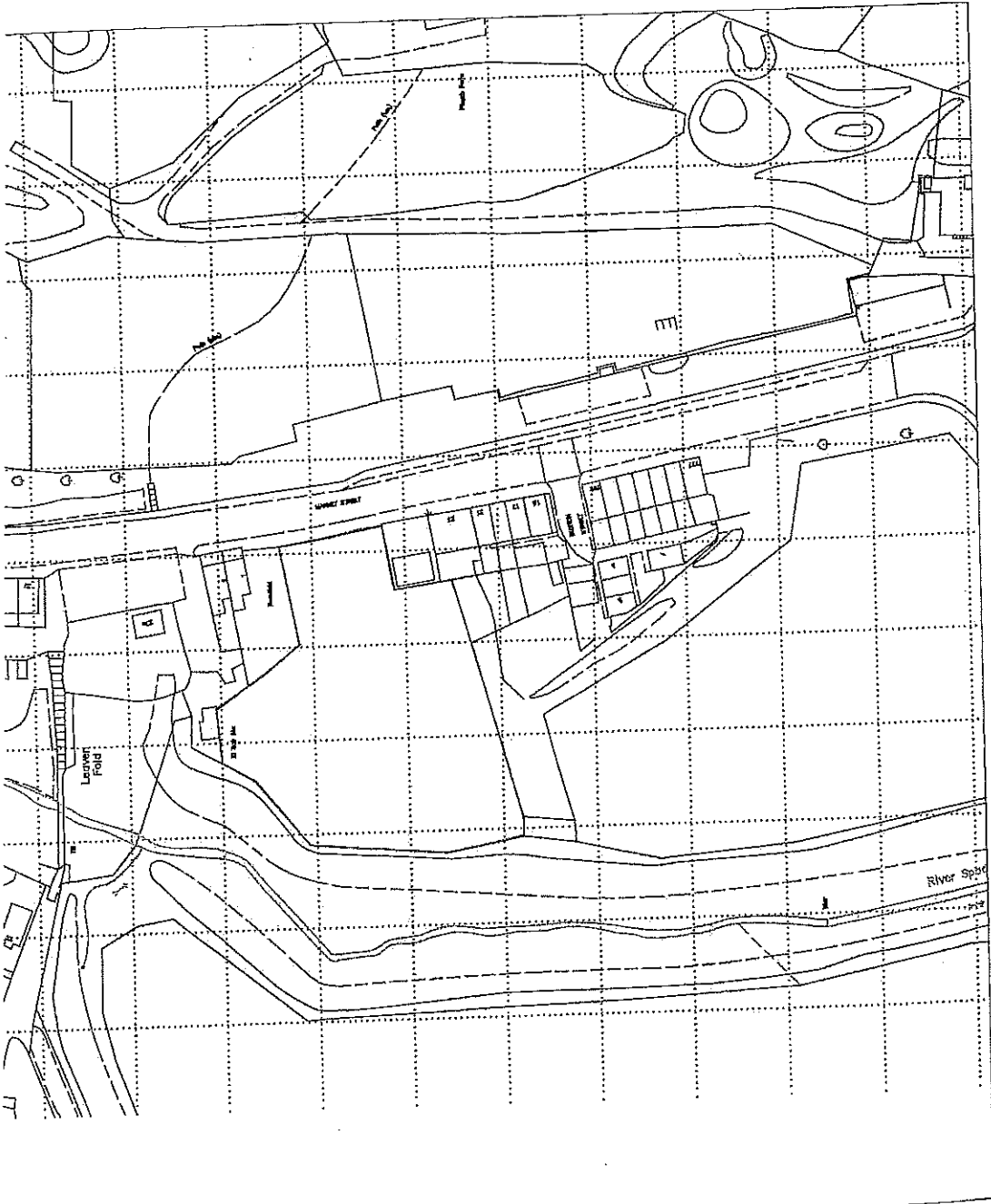
(1) **ROSSENDALE BOROUGH COUNCIL** of The Business Centre, Futures Park, Newchurch Road, Bacup, OL13 0BB ("the Council"); and

(2) **CALICO HOMES LIMITED** (Community Benefit Society with registration number 3752751) whose registered office is at Centenary Court, Croft Street, Burnley, BB11 2ED ("the Owner")

DEFINITIONS

IN this Deed the following words and expressions shall have the following meanings:-

'the 1990 Act'	the Town and Country Planning Act 1990.
'Commencement of Development'	the carrying out of a material operation as defined in Section 56(4) of the Town and Country Planning Act 1990.
'the Commuted Sum'	means the sum calculated in accordance with the First Schedule.
'the Development'	the development described in the Planning Application.
'the Land'	the area of land the subject of the Planning Application shown edged red on the Plan.
'the Plan'	the plan annexed.
'the Planning Application'	a planning application for the Development bearing reference number 2014/0522/FUL.



Rev	Description	By	Date

POZZONI

First Floor, London House,
 2 Wendell Road
 Abchurch
 London, EC4Y 0TU
 0202 787 0079
 www.pozzoni.co.uk
 architect@pozzoni.co.uk

Client	Callco
Job	Whitworth Trust Care Home
Drawing	Site Location Plan

Scale	1:1250	@ A3
Sheet	RS	
Checked		
Issue Date	25.11.14	Rev
Construction	Pop. No.	P3781-100

- Feasibility
- Design
- Tender
- Contract
- Construction
- As Built

INTERPRETATION

- i. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- ii. Reference to a company shall include any company corporation or other body however incorporated.
- iii. Unless the context otherwise requires words in the singular shall include the plural and vice versa.
- iv. Unless the context otherwise requires a reference to a gender include a reference to each other gender.
- v. A reference to a party include that parties successors or permitted assignees or personal representatives and in the case of the Council the successors to its statutory functions.
- vi. A reference to a statute or statutory provision is a reference to it as amended, extended or upgraded from time to time and includes any subordinate legislation made under it and/or guidance issued under it or any subordinate legislation.
- vii. Clause and schedule headings do not affect interpretation of this deed
- viii. Where an obligation falls to be performed by more than one person the obligation can be enforced against each person so bound jointly and each of them individually.
- ix. This deed constitutes a planning obligation for s106 of the 1990 Act. It is entered into by the Owner with the intention that the covenants restrictions and obligations in it bind the interests held by it in the Land and its respective successors and assigns.

PRELIMINARY:

- (1) the Council is the local planning authority for the administrative area of the Borough of Rossendale within which the Land is situated for the purposes of the 1990 Act.
- (2) the Owner is the freeholder of the Land and has a sufficient interest to enable them to enter into the obligations contained in this deed and bind the Land in respect thereof.
- (3) the Planning Application contains a pre-commencement condition to enter in this agreement which relates to a commuted sum payable
- (4) Lancashire County Council ("the County Council") is the Highways and Transport Authority for the area in which the Development is located and the Council as agents for the County Council in respect of receipt of the the payment mentioned in the First Schedule
- (5) The parties agree that the planning obligations contained in this deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Regulations 2010 (as amended)

NOW THIS DEED WITNESSES as follows:-

1. THIS deed is made pursuant to Section 106 of the 1990 Act and all other enabling powers and any enactment which may be relevant for the purpose of giving validity to this deed and in consideration of the covenants on the part of the Owner hereinafter contained which covenants are entered into with the intent that the same shall be enforceable not only against the Owner but also against its successors in title and any person corporate or otherwise claiming through or under it an interest or estate in or any part or

parts thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by it.

2. Clause 3 of this deed shall only take effect upon the Commencement of Development.
3. THE Owner COVENANTS with the Council to fulfil the obligations on his behalf contained in the First Schedule.
4. THE Council covenants with the Owner to fulfil the covenant on its behalf in the Second Schedule.
5. IT IS HEREBY AGREED and DECLARED:-
 - (a) nothing contained or implied in this deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as Local Authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this deed;
 - (b) if any provision in this deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired;
 - (c) this deed shall be registered in the Council's register of Local Land Charges immediately on its completion;
 - (d) the provisions of this deed shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under the Owner in respect of the Land;
 - (e) without prejudice to the Owner's obligations in this Deed, the Owner will, on request by the Council, if the Council requires, provide the Council with the written consent of any mortgagee for the time being of the Owner's interest in the Land to the obligations of the Owner in this Deed;

- (f) the covenants undertakings and restrictions contained in this deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this deed by or on behalf of the parties to it or by a subsequent deed of variation;
- (g) the construction validity and performance of this deed shall be governed by English law;
- (h) where by this deed any action approval consent direction authority or agreement is required to be taken given or reached by any party to it any such action approval consent direction authority or agreement shall not be unreasonable or unreasonably withheld or delayed;
- (i) all references in this deed to the identification of the Land or parts of it by colour delineations or colourings on the Plan shall be for the purposes of identification only;
- (j) all notices served pursuant to this deed shall be in writing and shall be deemed duly served if delivered or sent:-
 - (i) in the case of a notice to be served on the Owner at its last known address;
 - (ii) in the case of a notice to be served on the Council to the Council at The Business Centre, Futures Park, Newchurch Road, Bacup, OL13 0BB;
- (k) in the event of planning permission for the Development being revoked by the Council or any other authority having powers in relation to planning matters the obligations of the Owners under this deed shall thereupon cease absolutely;
- (l) no waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms and conditions of this deed shall constitute a continuing waiver and no such

waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner;

- (m) the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from the terms of this Deed;
- (n) subject to Clause 3 and the First Schedule any sums referred to in this deed as payable by the Owner under this deed shall be paid
- (o) If any payment due under this deed is paid late interest will be payable from the date payment is due to the date of actual payment at the rate of 3% above the Interest Rate

IN WITNESS of which with the intent that these presents shall be executed as a deed the parties hereto have duly executed the same the day and year first before written.

FIRST SCHEDULE

Covenants by Owner

To pay to the Council on the Commencement of Development the following sums (being the Commuted Sum):

- a. Ten Thousand Pounds (£10,000.00) as a contribution to enable Lancashire County Council Highways to pursue a TRO that precludes parking on Market Street which will obstruct the site access or its sightlines, and for the upgrading of the bus stop to a quality bus stop and shelter

SECOND SCHEDULE

Covenants by the Council

Upon receipt of the following sums (being the Commuted Sum) paid by the Owner to the Council pursuant to the First Schedule, the Council hereby agrees to pay the Commuted Sum to the County Council on condition that the County Council uses such contributions for the purposes as set out in this deed:

- a. Ten Thousand Pounds (£10,000.00) as a contribution to enable Lancashire County Council Highways to pursue a TRO that precludes parking on Market Street which will obstruct the site access or its sightlines, and for the upgrading of the bus stop to a quality bus stop and shelter

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

Authorised Signatory

Executed as a Deed by)
CALICO HOMES LIMITED)
acting by a Director and its)
Secretary or by two Directors:-)

Director

Director/Secretary

