

Rossendale Borough Council

21 DEC 2010

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

TO: DIANE DUNGWORTH }
CAROLINE RIDGE } Please pass this round to save lo
KEITH BELL }
VINCENT HINDLEY }
PHIL SEDDON }

FROM : Clare Birtwistle

LEGAL FILE NO: Z12/000997

The following has been completed:

Planning Ref: APP/2009/133

Proposal: Conversion of traditional barn to create a dwelling at Grime Bridge Farm, Dean Lane, Lumb BB4 9RY

Completion Date (as on Deed) 28th October 2010

Parties Stuart Robert Seel and Christine Seel and Bank of Scotland PLC

Terms Remove mobile home and any residential paraphernalia upon occupation of barn and return to agriculture, top soiling and reseeding land

Receipt of money £200 legal fees

Request for payments _____

Details _____

Others _____

Commuted Sum _____ 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/20 / 2009/133

Site Details Grime Bridge Farm, Dean Lane, Lumb

Date Legal Agreement signed

28th October 2010

Confirmation that planning permission can be issued and legal agreement checked

Name: Stuart Sugarman

Date: 17th November 2010

Signature:


Updated 22.3.10

Dated this 28th October day of August 2010

(1) STUART ROBERT SEEL AND ANN CHRISTINE SEEL

AND

(2) BANK OF SCOTLAND PLC

Unilateral Undertaking

**Pursuant to Section 106 of the
Town and Country Planning Act 1990
relating to land known as Grime Bridge Farm, Lumb, BB4 9RY**

CLB/Z12/000997

THIS DEED OF UNILATERAL UNDERTAKING IS GIVEN on the *28th* day of *October* August 2010.

THIS DEED OF UNILATERAL UNDERTAKING IS UNDERTOOK BY: Stuart Robert Seel and Ann Christine Seel of [REDACTED] (hereinafter called "the Owners") of the first part and Bank of Scotland Plc (Company registration number SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS (hereinafter called "the Mortgagee") of the second part

WHEREAS

- 1.1 The Owners are registered at HM Land Registry as the freehold proprietor of the Land described in the first Schedule under Title Number LA505668 subject to a legal charge dated 21st November 2002 in favour of the Mortgagee.
- 1.2 Rossendale Borough Council ("the Council") is the Local Planning Authority for the purposes of this Deed for the area within which the Property is situated and by whom the obligations contained in this Deed are enforceable.
- 1.3 The Owners have applied to the Council for permission under Council reference 2009/133 to develop part of the Land 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.
- 1.4 The Council is minded to grant planning permission for the Development in accordance with the Planning Application subject to the making of this

Undertaking without which planning permission for the Development would not be granted.

- 1.5 The Owners are willing to enter into this undertaking in order that in the event that the Council grants the Planning Permission the obligations of the Owners as set out in this Undertaking shall be secured as planning obligations for the purposes of Section 106 of the Act.

NOW THIS DEED WITNESSETH as follows:-

- 1. IN THIS DEED** (including the Recitals) where the context so requires or admits

the following expressions shall have the following meanings:-

- 1.1.1 "the Act" The Town and Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991
- 1.1.2 "the Planning Application" An application numbered 2009/133 planning permission for the conversion of a traditional barn to create a dwelling the Development submitted by the Owners to the Council
- 1.1.3 "the Development" Planning Application reference 2009/133 for the conversion of a traditional barn to create a dwelling
- 1.1.4 "implement" Carry(ing) out a material operation as defined in
"implementing" Section 56 of the Act
- 1.1.5 "the Land" All that land described in the First Schedule and shown for identification purposes only edged red

on the attached plan

1.1.6 "the Planning Permission" Planning permission for the Development in the form of the annexed draft

1.2. The expressions "the Council" and "the Owners" shall include their respective successors in title and assigns

1.3 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

1.4 References in this Agreement to any clause or sub-clause or Appendix without further designation shall be a reference to the clause or sub-clause of or Appendix to the Agreement so numbered

2. THIS UNDERTAKING is made in pursuance of Section 106 of the Act to the intent that it shall bind all interests in the Land 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

3. IT IS HEREBY AGREED AND DECLARED as follows:-

3.1 the covenants in this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council

3.2 without prejudice to liability for any subsisting breach of covenant prior to parting with such interest no party shall be liable for breach of a covenant contained in this Agreement after having parted with all interest in the

Land

- 3.3 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:-
- 3.3.1 in the case of a notice to be served on the Council addressed to its Chief Executive at the above address
- 3.3.2 in the case of a notice to be served on the Owner to the Owner at the above address
- 3.4 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
- 3.5 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
- 3.6 If the Planning Permission shall expire before the Development is commenced as defined above or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.
- 3.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than one relating to the Development as specified in the

Planning Application) granted (whether or not on appeal) after the date of this Agreement.

3.8 This Agreement is a local land charge and shall be registered as such.

4. **THE OWNERS** for itself and its successors in title and assigns hereby covenants with the Council as follows:-

4.1 To comply with the covenants contained within the third schedule

4.3 to give notice in writing to the Council not less than seven days before implementing the Planning Permission

4.4 the Owners shall on the execution hereof pay to the Council its reasonable legal costs in the sum of £200 properly incurred in the preparation of this Agreement

5. **MORTGAGEE CONSENT**

The Mortgagee consents to the Owner giving this undertaking to satisfy the requirements of the Planning Permission

6. 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

The land at Grime Bridge Farm, Lumb, Rossendale, BB4 9RY shown edged red on the attached plan and forming part of Title Number LA505668

SECOND SCHEDULE

The conversion of a traditional barn to create a dwelling at Grime Bridge Farm, Lumb

THIRD SCHEDULE

The Owner's Obligations

The Owners covenant with the Council that within two months of the first occupation of the conversion hereby approved under the Planning Application 2009/133 the existing mobile home approved under the application numbered 2008/639 for

Certificate of Lawfulness shall be removed and the site be restored to agricultural use. Any hard standing, debris or other paraphernalia associated with the use of the site for residential purposes, including access provisions will be removed and within the next planting season thereafter the land will be top soiled and seeded.

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

EXECUTED AS A DEED BY

Stuart Robert Seel)

)

in the presence of ;-

Ann Christine Seel)

)

in the presence of ;-

HALIFAX

Royal Bank of Scotland)



2009/133

Grime Bric





