

Application No: Applications 2005/617 **Application Type:** Request to vary a s106 Agreement land at New Hall Hey
 Applications 2007/030
 Applications 2008/0118
 Applications 2008/0032

Report of: Executive Director of Regulatory Services **Status:** For Publication

Report to: Development Control Committee **Date:** 1st July 2008

Applicant: The Hurstwood Group **Determination Expiry Date:** N /A

Agent:

REASON FOR REPORTING	Tick Box
Outside Officer Scheme of Delegation	X <input type="checkbox"/>
Member Call-In	<input type="checkbox"/>
Name of Member:	
Reason for Call-In:	
More than 3 objections received	<input type="checkbox"/>
Other (please state)	

HUMAN RIGHTS

The relevant provisions of the Human Rights Act 1998 and the European Convention on Human Rights have been taken into account in the preparation of this report, particularly the implications arising from the following rights:-

Article 8
 The right to respect for private and family life, home and correspondence.

Article 1 of Protocol 1
 The right of peaceful enjoyment of possessions and protection of property.

APPLICATION DETAILS

1. SITE AND PROPOSAL

1.1 The land to which this application relates is part of the New Hall Hey site in Rawtenstall and is located to the south of the A682 Rawtenstall Bypass. It is an irregular shape and occupies a prominent position on the approach into Rawtenstall. The site is mainly vacant although construction work is currently underway with the implementation of application 2007/030 for Homebase, Argos and Pets at Home. The surrounding uses comprise office provision and

a public house. New Hall Hey Road comprises a mix of uses including a number of residential properties.

- 1.2 Vehicular access to the site is currently provided from New Hall Hey Road. Vehicles can also exit directly onto the bypass in a westerly direction. However, the new roundabout (part of the previous approvals) has now been completed although due to construction access into the site remains from New Hall Hey Road. There are a number of public footpaths which cross the site enabling pedestrian access from the north. The East Lancashire Railway terminus is located to the eastern end of the site.

2. **SECTION 106 AGREEMENTS ON THE SITE**

Application 2007/030 has now been implemented and the Section 106 requirements apply to the site these are:-

- **One month** prior to occupation of the first unit to pay the County Council £100,000 (then a further £75,000 on the first, second and third anniversaries of that date) with a £50,000 contribution payable on the fourth anniversary.

The Council is waiting for confirmation on the date of first occupation.

- **Six months** prior to occupation of the first unit to pay £50,000 to upgrade pedestrian and cycle routes. The Council has received notification that the Homebase store will be occupied by August this sum is therefore now payable.

This sum has been paid.

- **Prior to occupation** of each unit to agree a Travel Plan in relation to each unit/with implementation dates and review dates.

A travel plan has been submitted for Homebase/Petsmart/Argos Extra and is being considered by both Lancashire County Council and Rossendale Borough Council.

- **Four months prior** to the let of the first units to agree a Car Park Management Plan.

This has been submitted and we have not agreed the proposal we are waiting for Hurstwoods comments.

Clause to which a variation request has been made

- **Prior to occupation of any unit to layout/include the marking out the Public car park area.** The Plan which was agreed in two section 106s for this area is attached at Appendix 1. The owner is then to make the area available at all times as free public car parking for members of the public for up to 3 hours (to encourage linked trips between the site and the town centre).

Hurstwoods have requested that the above clause is varied **in relation to the date for delivery only**. This request was rejected by this Committee at the March 2008 Committee. At the Development Control meeting in April 2008 a revised car park layout plan was approved for the site the layout is as shown on the plans at Appendix 2.

The implication of the request for variation is that the car parking is proposed to be delivered in phases.

It is proposed that the dates the car park will be available are as follows ;

The Phase 1 Homebase/Petsmart/Argos Extra car park will be available by 1st September 2008.

The Phase 2 KFC and Frankie and Bennies will be available by the 2nd February 2009.

The Phase 2 Block B will be completed by the 2nd February 2009.

3. RECOMMENDATION

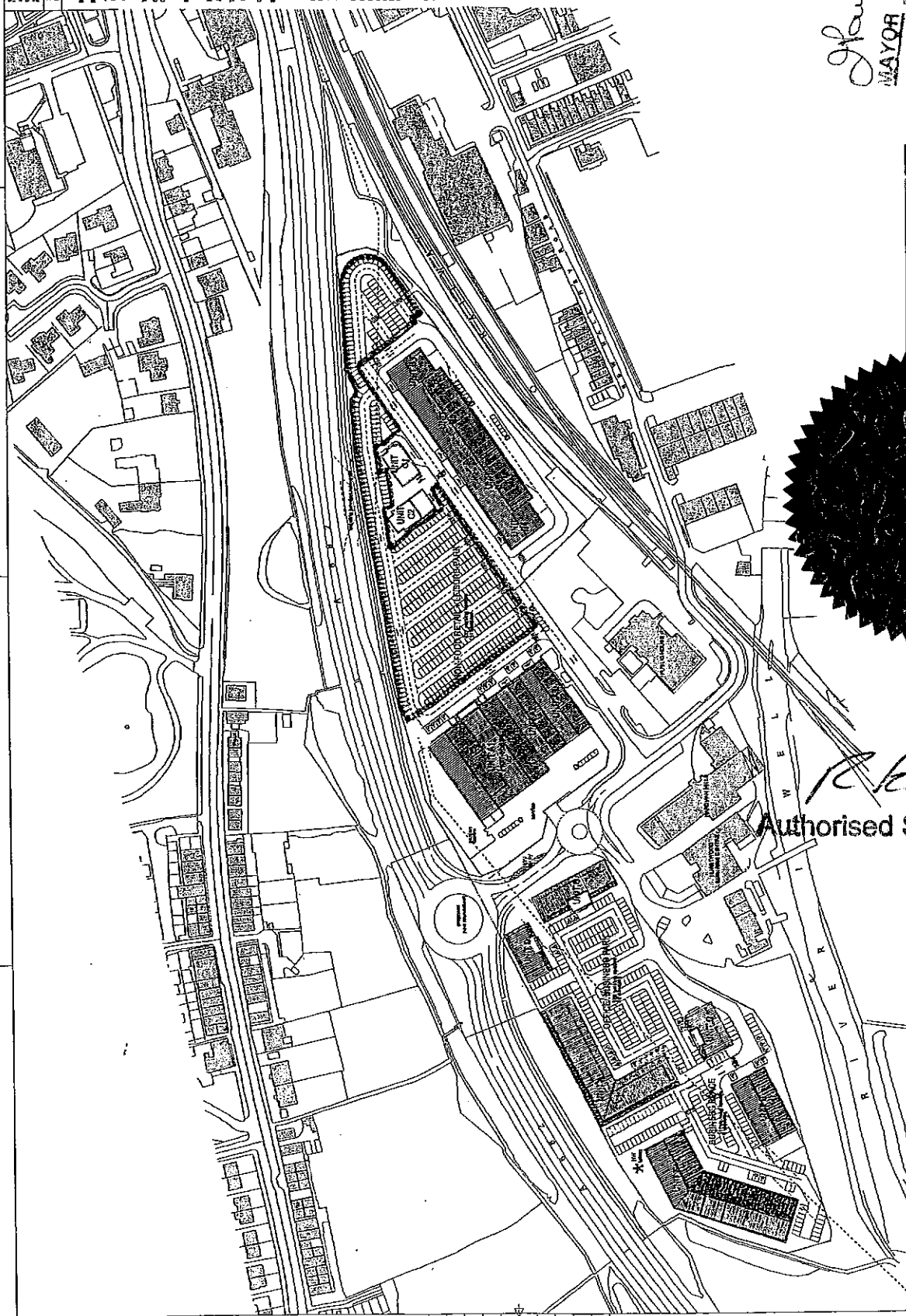
3.1 That Committee agrees to delegate to the Executive Director of Regulatory Services the variation of the clause under the section 106 agreement subject to Hurstwoods meeting all reasonable legal fees. To reflect the phasing shown at Appendix 2 and as outlined in the report

3.2

Contact Officer	
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Document Details	Appendix Number
Original Plan attached to original s106 Agreements Showing car park layout and public car park area	Appendix 1
Plan showing phased approach to delivering the Public Car park Area (layout of which was agreed by the Committee in April 2008)	Appendix 2

APPENDIX 1



NOTES

1. ALL WORK TO BE COMPLETED BY 15/03/2010. ANY DELAYS TO BE REPORTED TO THE CLIENT IMMEDIATELY.

2. ALL WORK TO BE COMPLETED BY 15/03/2010. ANY DELAYS TO BE REPORTED TO THE CLIENT IMMEDIATELY.

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RAWENSTALL MASTER PLAN
New Hall Hey Site

Site Plan

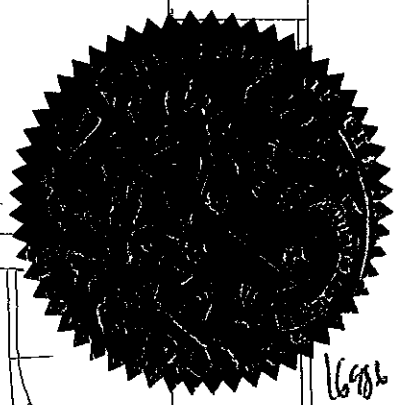
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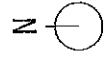
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Plan 2

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Hurstwood Group



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