

DATED 17th February 1999

ROSSENDALE BOROUGH COUNCIL

AND

B. & E. BOYS (HOLDINGS) LIMITED

A G R E E M E N T

under Section 106 of the Town and Country Planning Act, 1990 in respect of the Old People's Club/St. Mary's Chambers, Haslingden Road, Rawtenstall.  
(Planning Application No. 14/1991/034)

RWL/SS/Z.12/80

J. K. Tradewell,  
Borough Solicitor,  
Rossendale Borough Council,  
Town Hall,  
Rawtenstall,  
Rossendale,  
Lancashire. BB4 7LZ

THIS AGREEMENT is made the *seventeenth* day of *February*

One thousand nine hundred and ninety nine  
BETWEEN ROSSENDALE BOROUGH COUNCIL of the Town Hall  
Rawtenstall Rossendale Lancashire ("the Council")  
of the one part and B. & E. BOYS (HOLDINGS)  
LIMITED whose registered office is situated at Todd  
Carr Road Waterfoot Rossendale aforesaid ("the  
Developer") of the other part

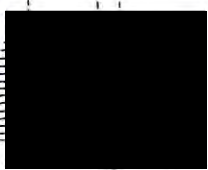
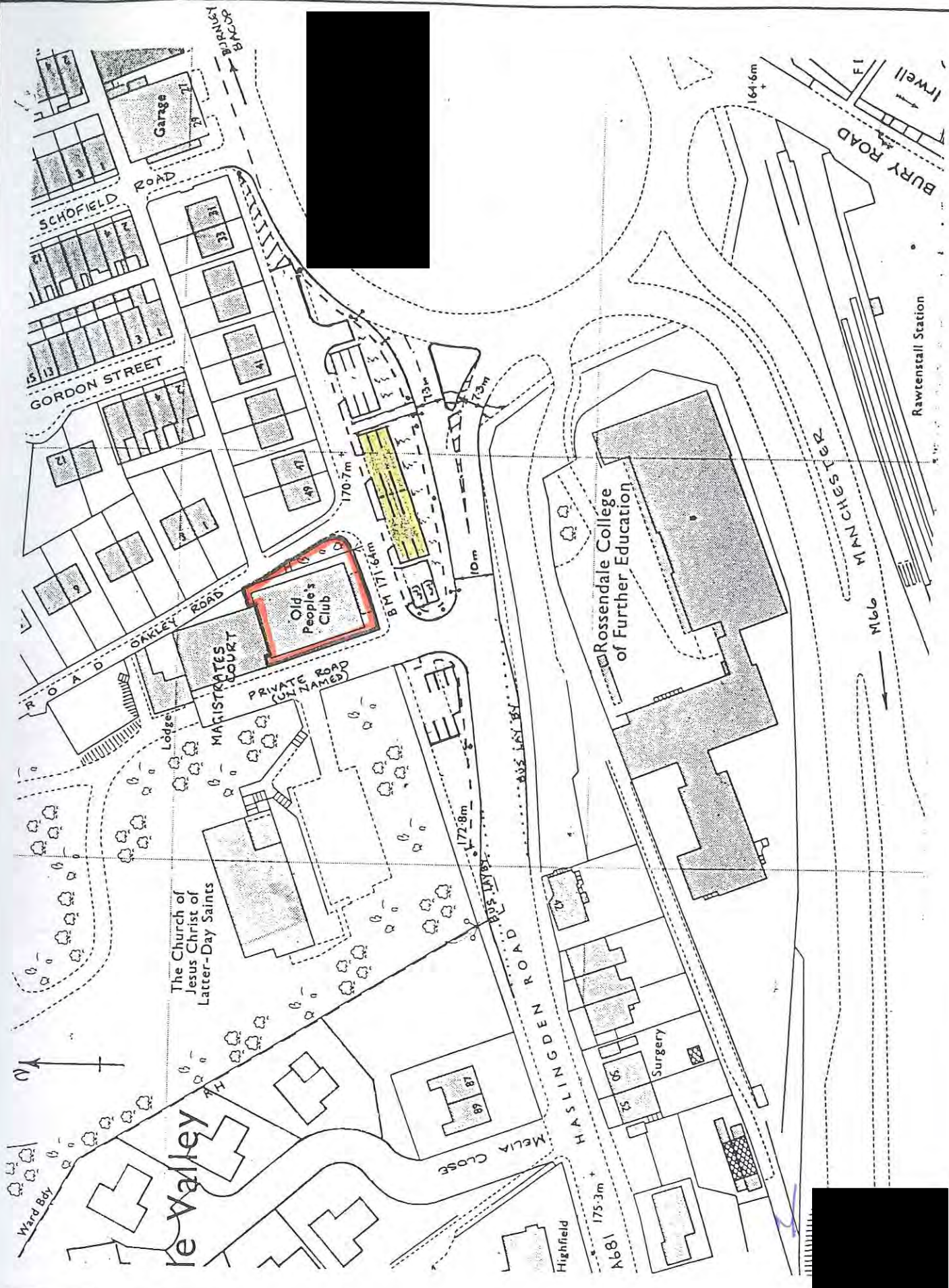
DEFINITIONS

- (i) "the Act" means the Town and Country  
Planning Act 1990
- (ii) "the Application" means the written  
application made on behalf  
of B. & E. BOYS LTD being  
an associated company of  
the Developer and received  
by the Council on 27th  
February 1991 for  
permission to develop the  
Property
- (iii) "the Development" means the development of  
the Property in the manner  
and for the uses set out  
in the plans,  
specification and  
particulars deposited with  
the Council and referred  
to in the First Schedule  
to this Agreement
- (iv) "the Permission" means the draft planning

- permission contained in  
the Second Schedule to  
this Agreement
- (v) "the Plan" means the plan annexed to  
this Agreement
- (vi) "the Property" means the property known  
as the Old People's Club  
and/or St. Mary's Chambers  
and situate at Haslingden  
Road Rawtenstall aforesaid  
shown for the purposes of  
identification only edged  
red on the Plan

WHEREAS:

- (i) The Council is the Local Planning Authority  
for the purposes of the Act for the District within  
which the Property is situated
- (ii) The Developer is the owner of the Property
- (iii) By the Application B. & E. BOYS LTD has  
applied to the Council to carry out the Development
- (iv) The Council has provided constructed  
surfaced and marked out 12 car parking spaces ("the  
parking spaces") in the area shown coloured yellow  
on the Plan
- (v) The Council has no objection in principle to  
the Development and is prepared to approve the same  
subject to appropriate conditions but requires the  
Developer to enter into the covenants hereinafter  
contained in this Agreement



BOROUGH  
OF  
ROSSENDALE

PROPOSED REALIGNMENT OF A681 HASLINGDEN RD.  
RAWTENSTALL.

GRID REF: 809 226  
P. J. Cunliffe B.Sc., C.Eng., M.I.C.E., M.B.I.M.  
Engineer and Planning Officer,  
Stubbylee Hall, Bacup Lancashire OL13 ODE Bacup 874333

scale 1:1250  
date MARCH '90  
drawn ENG.

(vi) The Council will grant planning permission subject to appropriate conditions in respect of the Application in the form of the Permission immediately following the execution of this Agreement

NOW THIS DEED WITNESSETH:

1. This Agreement is made pursuant to Section 106 of the Act as substituted by the Planning and Compensation Act 1991 and to all other enabling powers statutory or otherwise
2. This Agreement is conditional upon
  - (a) the Permission being granted by the Council for the Development and
  - (b) the implementation of the Permission by the commencement of the Development and in the event of the Development not being commenced in accordance with the provisions of Section 56 and Sections 91 to 93 of the Act so that the Permission shall lapse this Agreement shall absolutely determine and be of no effect
3. The Council hereby covenants with the Developer as follows:-
  - (a) that it will maintain the parking spaces such maintenance to include landscaping gully-cleaning drainage and street-lighting maintenance on the said area but not to include major resurfacing or replacement of drains or street-lighting columns and
  - (b) that it will grant the Permission forthwith

upon the execution and completion of this Agreement

4. The Developer with the intent to bind its successors in title to each and every part of the Property hereby covenants with the Council and declares as follows:-

(a) that within one calendar month of the commencement of the Development it shall pay to the Council the sum of Seven thousand five hundred pounds (£7,500) by way of contribution to the costs of the Council in providing constructing surfacing and marking out the parking spaces as aforesaid

(b) that if any part of the above mentioned sum is not paid on the date herein provided for payment thereof it shall pay to the Council interest thereon at four per centum per annum above the Base Rate for the time being of the National Westminster Bank Plc in respect of the period of default in payment as aforesaid

5. The expressions "the Council" and "the Developer" shall include their respective successors in title and assigns

6. In this Agreement the words importing the masculine gender shall be deemed to include the feminine and the singular to include the plural and vice versa unless the contrary as to gender or number is expressly provided or unless the same is inconsistent with the context and where the

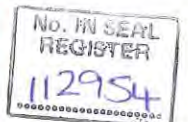
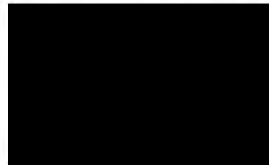
expression "the Developer" comprises two or more persons, firms or companies the Developer's obligation shall be construed as joint and several

7. The obligations hereby entered into by the Developer are planning obligations for the purposes of the said Section 106 and the Local Planning Authority by whom they are enforceable is the Council

8. The Developer shall make a contribution of £144.00 towards the Council's costs for the preparation engrossment and completion of this Agreement and shall reimburse the Council for any disbursements to H. M. Land Registry in connection therewith

IN WITNESS whereof the Council and the Developer have caused their respective Common Seals to be hereunto affixed the day and year first before written

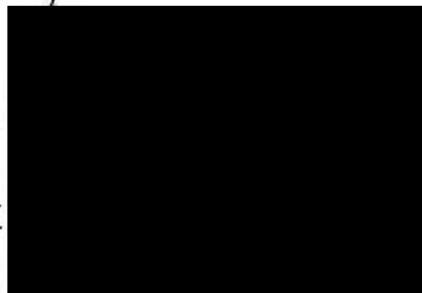
THE COMMON SEAL of ROSSENDALE BOROUGH COUNCIL was hereunto affixed in the presence of:-



THE COMMON SEAL of B. & E. BOYS (HOLDING) LIMITED was hereunto affixed in the presence of:-

DIRECTOR

SECRETARY



FIRST SCHEDULE

THE DEVELOPMENT

The refurbishment of the Property and conversion of the upper floor and roof space thereof to contain office units in accordance with the plans and drawings accompanying the Application



SECOND SCHEDULE

The Permission

ROSSENDALE BOROUGH COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)

PLANNING PERMISSION

PART 1 - PARTICULARS OF APPLICATION:

Application number: 14/1991/034 Date received: 27th February 1991

Particulars and location of development:

CONVERSION OF FIRST FLOOR TO OFFICE UNITS RETENTION OF EXISTING USES AT GROUND FLOOR

O A P Centre, Haslingden Old Road, Rawtenstall Rossendale

Name and address of applicant: Name and address of agent:

B & E Boys Ltd  
Todd Carr Road  
Waterfoot  
Rossendale

M Pooler Assocs  
310 Newchurch Road  
Stacksteads  
Bacup

PART 2 PARTICULARS OF DECISION

The Rossendale Borough Council hereby give notice that in pursuance of the provisions of the Town and Country Planning Act 1990 that PERMISSION HAS BEEN GRANTED for the carrying out of the development referred to in Part 1 hereof in accordance with the application and plans submitted subject to the following conditions:-

1. The development must be begun not later than the expiration of FIVE YEARS beginning with the date of this permission.

SEE SEPARATE SHEET FOR FURTHER CONDITIONS, REASONS AND NOTES (IF ANY).

Reason:-

1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

Date

Borough Engineer and Planning Officer: Stubbylee Hall, Bacup, Lancs, OL13 ODE

(See separate page for general information and guidance on post-decision procedures).

14/1991/034

CONDITIONS, REASONS & NOTES

1 Note: For the avoidance of doubt it is hereby declared that this permission relates to the amended plans received by the local planning authority on 30th March 1998 being P322/01, P322/06, P322/22 REVA, P322/23 REVA.