

DATED 16th June ~~May~~ 1999

ROSSENDALE BOROUGH COUNCIL

and

AIRTOURS PLC

A G R E E M E N T

under Section 106 of the Town and Country Planning Act 1990 re erection of temporary single-storey office accommodation and car park extension on land on the north-east side of Holcombe Road Helmshore (Planning Application No. 14/1998/409)

RWL/SS/Z.12/137

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

(1)

B O R O U G H O F R O S S E N D A L E

I N T E R D E P A R T M E N T A L M E M O R A N D U M

My ref RWL/SS/Z.12/137 Your ref
 Mr. R. W. Lester

25th November 1999,

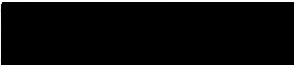
TO: BOROUGH TREASURER

TEMPORARY OFFICE BUILDING AND CAR PARK EXTENSION,
HOLMEFIELD HOUSE, HOLCOMBE ROAD, HELMSHORE.
TOWN AND COUNTRY PLANNING ACT, 1990 - SECTION 106.
PROPOSED AGREEMENT - APPLICATION NUMBER 14/1998/409.

I enclose for your information a copy of the completed Agreement.

~~I would remind you that the sum of £10,000 payable under the Agreement.~~

I would remind you that the sum of £10,000 payable under the Agreement was received on 16th June 1999.


J. K. Tradewell,
Borough Solicitor.



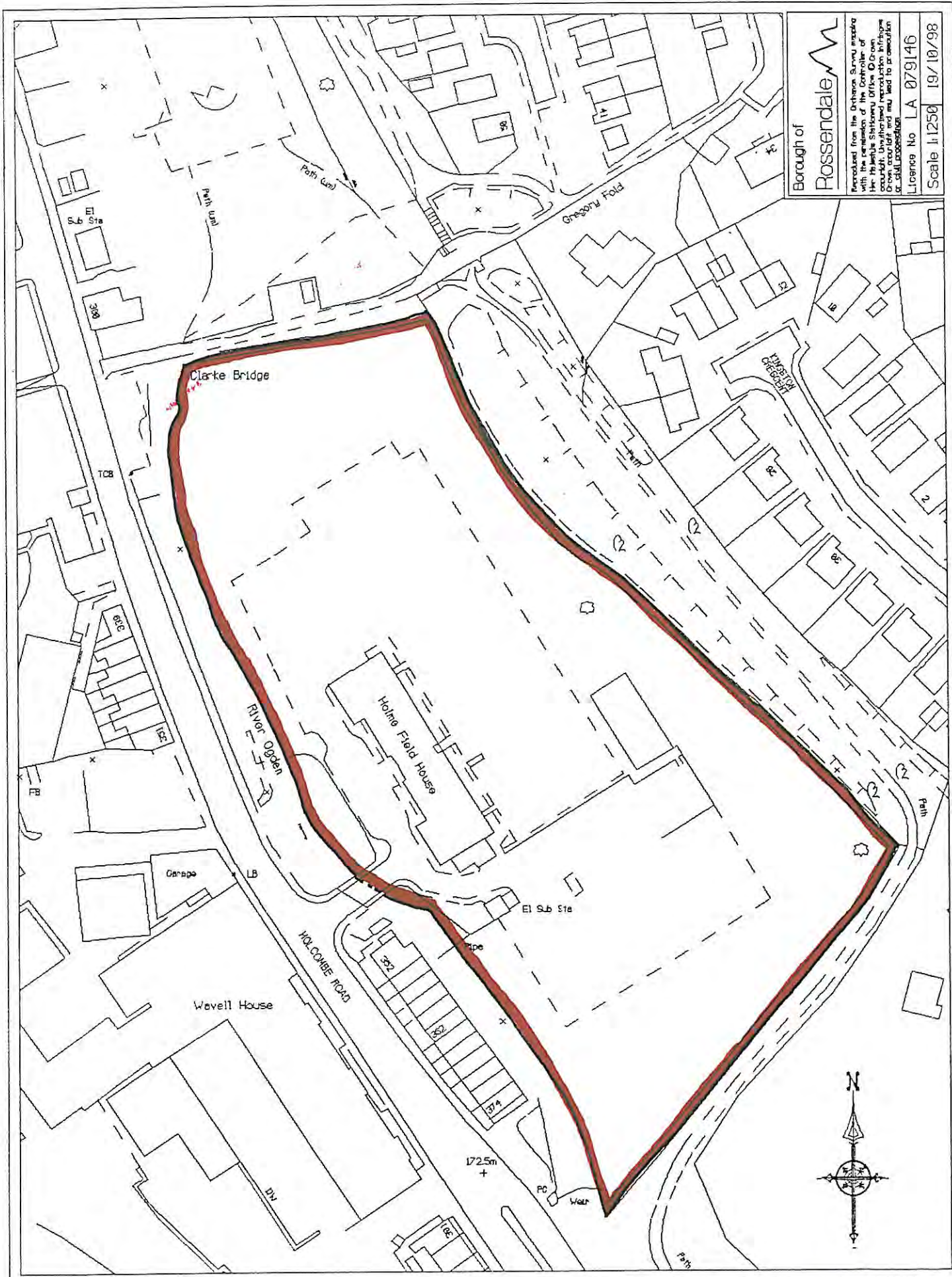
T H I S A G R E E M E N T is made the *sixteenth*
day of ~~May~~ ^{June} One thousand nine hundred and ninety-nine
between ROSSENDALE BOROUGH COUNCIL of the Town Hall
Rawtenstall Rossendale BB4 7LZ ("the Council") of the
one part and AIRTOURS PLC whose Registered Office is
situate at Parkway One Parkway Business Centre 300
Princess Road Manchester M14 7QU ("the Owner") of the
other part

DEFINITIONS

- (i) "the Act" means the Town and Country
Planning Act 1990 as
amended
- (ii) "the Application" means the written
application made on behalf
of the Owner and received
by the Council on 21st
October 1998 for permission
for the Development
- (iii) "the Development" means the development of
the Property in the manner
and for the uses set out in
the plans, specifications
and particulars deposited
with the Council and
referred to in the Second
Schedule to this Agreement
- (iv) "the Permission" means the planning
permission a draft of which
is contained in the Third

MAYOR

CS



Borough of
Rossendale
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 AIRWAYS
 PLC

- Schedule to this Agreement
- (v) "the Plan" means the plan annexed to this Agreement
- (vi) "the Property" means the property described in the First Schedule to this Agreement

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 Owner is seised for an estate in fee simple in possession free from incumbrances of the Property which is registered with other land under Title Number LA471360 at H. M. Land Registry
- (iii) By the Application the Owner has applied to the Council for planning permission to carry out the Development
- (iv) The Development would entail a reduction of available vehicle parking spaces
- (v) The Property is adjacent to the route of Leg 608 (from Grane Road Haslingden to Station Road Helmshore) of the proposed National Cycle Network
- (vi) The Council is desirous of encouraging environmentally sustainable forms of transport such as cycling for purposes including travel to and from work

- (vii) The Council and the Owner agree that the Owner should make a contribution of £10,000 towards the cost of the establishment of a cycle route between Grane Road aforesaid and Station Road aforesaid
- (viii) The Council has no objection in principle to the Development and is prepared to approve the same subject to appropriate conditions but requires the Owner to enter into the covenants hereinafter contained in this Agreement
- (ix) The Council will grant planning permission 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 Owner with the intent to bind itself and the Owner's successors in title hereby covenants with the Council that it will pay to the Council prior to the first occupation of any part of the office accommodation erected pursuant to the Permission the sum of ten thousand pounds (£10,000.00) as a non-refundable contribution towards the cost of the establishment of a cycle route as aforesaid

4. The Council hereby covenants that it will grant the Permission forthwith upon the execution and completion of this Agreement and

5. The expressions "the Council" and "the Owner" 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 Owner" comprises two or more persons, firms or companies the Owner's obligation shall be construed as joint and several

7. The obligations hereby entered into by the Owner 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 Owner shall make a contribution of £151.00 towards the Council's costs for the preparation and engrossment of this Agreement and shall reimburse the

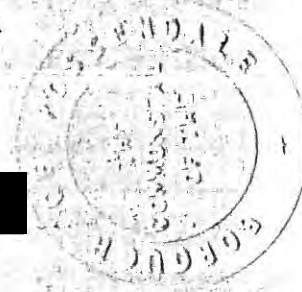
Council for any disbursements to H.M. Land Registry in connection therewith

IN WITNESS whereof the Council and the Owner 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:-)

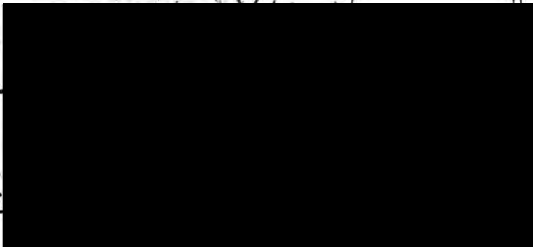


MAYOR



No. IN SEAL REGISTER
113108

THE COMMON SEAL of Airtours)
Plc was hereunto affixed)
in the presence of:-)



DIRECTOR

SECRETARY
FIRST SCHEDULE

The Property

The plot of land shown edged brown on the Plan and situate on the north east side of Holcombe Road Helmshore aforesaid

SECOND SCHEDULE

The Development

Proposed erection of temporary single-storey office accommodation and car park extension

CONDITIONS, REASONS & NOTES

2. The single storey office accommodation hereby permitted shall be removed and the land restored to its former condition at the end of a period of five years beginning with the date of this permission in accordance with a scheme of work submitted to and approved by the Local Planning Authority. Reason: In the interests of visual amenity as the building is constructed of short lived materials therefore being considered to being a temporary structure only.

3. Prior to the commencement of use of the single storey office accommodation hereby approved, the additional car parking spaces and associated manoeuvring space shown on the submitted site layout plan (drawing number 1802/1) shall be provided laid out and permanently surfaced. Reason: In order to compensate in part for the loss of car parking space arising from the siting of the single storey office accommodation.

4. The car parking and manoeuvring space hereby permitted shall be removed and the land restored to its former condition at the end of a period of five years from the date of this permission in accordance with a scheme of work submitted to and approved by the local planning authority. Reason: The provision of additional car parking on a permanent basis beyond the date upon which the associated temporary office space would require to be removed, would be contrary to the Lancashire County Council Policy Guidance and Provision Levels for parking in Lancashire and would represent an unsustainable form of development.

5. No development shall take place until a scheme for the provision of cycle spaces has been submitted to and approved by the Local Planning Authority and the building hereby permitted shall not be occupied until the cycle spaces have been provided in accordance with the scheme. Reason: In the interests of ensuring an appropriate standard of cycle space consistent it the Lancashire County Council Policy Guidance and Provision Levels Parking in Lancashire.

1. A copy of the report from the Environment Agency is attached for information and compliance.